

**BEFORE SUBMITTING YOUR BID**

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? ("Zero is not considered a bid price.")**
- 5. Have you included a bid guarantee? Acceptable forms are:**
  - A. Bid Bond on the Department's prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department's forms as solely determined by the Department.)**
  - B. Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services' Express Mail has proven not to be reliable.**

**AND FOR FEDERAL AID PROJECTS**

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

**If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3410.**

**For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.**

# NOTICE

**The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.**

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.**

**Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.**

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at [rebecca.pooler@maine.gov](mailto:rebecca.pooler@maine.gov).

# NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

*This should not be much of a change for those of you who use Federal Express or similar services.*

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION**  
Bid Guaranty-Bid Bond Form

**KNOW ALL MEN BY THESE PRESENTS THAT**\_\_\_\_\_

\_\_\_\_\_, of the City/Town of \_\_\_\_\_ and State of \_\_\_\_\_

as Principal, and \_\_\_\_\_ as Surety, a

Corporation duly organized under the laws of the State of \_\_\_\_\_ and having a usual place of

Business in \_\_\_\_\_ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of \_\_\_\_\_ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of \_\_\_\_\_

\_\_\_\_\_ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL:

By \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

SURETY:

By \_\_\_\_\_

By: \_\_\_\_\_

Name of Local Agency: \_\_\_\_\_

# NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

# REQUEST FOR INFORMATION

Response By:\_\_\_\_\_ Date:\_\_\_\_\_

# INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

## The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

## SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

# NOTICE

## Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at [http://www.state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)



# CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section  
16 State House Station,  
Augusta, Me 04333-0016  
or  
Fax: 207-624-3431

Contractor: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_ FEDERAL PROJECT # \_\_\_\_\_ LOCATION: \_\_\_\_\_

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = \_\_\_\_\_ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

\_\_\_\_\_  
\_\_\_\_\_.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.  
No DBE firms bid.

\*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.  
Directory of certified DBEs is available on MDOT's website: [www.state.me.us/mdot](http://www.state.me.us/mdot)

Equal Opportunity Use:

Plan received \_\_\_\_/\_\_\_\_/\_\_\_\_ Verified by: \_\_\_\_\_ Action: \_\_\_\_\_



## Office of Human Resources

### Equal Opportunity

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## MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

[http://www.state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)

*It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.*

## STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Wearing Surface Replacements in the town of **Fort Fairfield and City of Presque Isle**" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on June 9, 2004, and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for **Bridge or Highway projects**. All other Bids may be rejected. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice,, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project Nos. BH-1102(900)X PIN 11029.00, BH-1103(200)X PIN 11032.00, BH-1103(300)X PIN 11033.00 and BH-1103(400)X, PIN 11034.00.

Location: In Aroostook County, project BH-1102(900)X is located in Fort Fairfield at the McShea Crossing Bridge over the B%<sub>A</sub> Railroad, BH-1103(200)X is located in Presque Isle at the Flagg Memorial Bridge over Aroostook River, BH-1103(300)X is located in Presque Isle at the State Street Bridge over Presque Isle Stream, Project No. BH-1103(400)X is located at the Presque Isle Stream Bridge Over Presque Isle Stream.

Outline of Work: Remove existing wearing surface, repair existing concrete deck, hot mix asphalt, Rosphalt 50 high performance rubberized pavement and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager Joel Kittredge** at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207)624-3007.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Division Office in **Division 1 Presque Isle**. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, **Attn.: Mailroom**, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$12000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all bids.

Augusta, Maine  
May 19, 2004



JOHN E. DORITY  
CHIEF ENGINEER

**SPECIAL PROVISION 102.7.3**  
**ACKNOWLEDGMENT OF BID AMENDMENTS**  
**&**  
**SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 011029.00

PROJECTS

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BH-1102(900)X

BH-1103(200)X

BH-1103(300)X

OTHERS

COUNTY : AROOSTOOK

## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 1

## SCHEDULE OF ITEMS

DATE: 040511

REVISED:

CONTRACT ID: 011029.00

PROJECT(S): BH-1102(900)X  
 BH-1103(200)X  
 BH-1103(300)X  
 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS   CTS	BID AMOUNT DOLLARS   CTS
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## SECTION 0001 BRIDGE ITEMS

0010	202.127 REMOVE EXISTING BITUMINOUS PAVEMENT (FLAGG MEMORIAL BRIDGE)	LUMP	LUMP			
0020	202.127 REMOVE EXISTING BITUMINOUS PAVEMENT (McSHEA CROSSING BRIDGE)	LUMP	LUMP			
0030	202.127 REMOVE EXISTING BITUMINOUS PAVEMENT (PRESQUE ISLE STREAM BRIDGE)	LUMP	LUMP			
0040	202.127 REMOVE EXISTING BITUMINOUS PAVEMENT (STATE STREET BRIDGE)	LUMP	LUMP			
0050	202.30 REMOVING EXISTING CONCRETE WEARING SURFACE (FLAGG MEMORIAL BRIDGE)	LUMP	LUMP			
0060	202.30 REMOVING EXISTING CONCRETE WEARING SURFACE (STATE STREET BRIDGE)	LUMP	LUMP			
0070	203.20 COMMON EXCAVATION	5.000 CY				
0080	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	6.000 CY				
0090	403.210 HOT MIX ASPHALT 9.5 MM HMA	180.000 T				

## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 2

## SCHEDULE OF ITEMS

DATE: 040511

REVISED:

CONTRACT ID: 011029.00

PROJECT(S): BH-1102(900)X  
 BH-1103(200)X  
 BH-1103(300)X  
 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	403.324 ROSPHALT 50 HIGH PERFORMANCE RUBBERIZED ASPHALT (FLAGG MEMORIAL BEIDGE)	445.000 T				
0110	403.324 ROSPHALT 50 HIGH PERFORMANCE RUBBERIZED ASPHALT (STATE STREET BRIDGE)	170.000 T				
0120	409.15 BITUMINOUS TACK COAT APPLIED	31.000 G				
0130	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP	LUMP			
0140	518.39 REPAIRING GRANITE CURB BEDDING MORTAR (FLAGG MEMORIAL BRIDGE)	932.000 LF				
0150	518.39 REPAIRING GRANITE CURB BEDDING MORTAR (STATE STREET BRIDGE)	372.000 LF				
0160	518.50 REPAIR OF UPWARD FACING SURFACES - TO REINFORCING STEEL < 7.9 IN. (FLAGG MEMORIAL BRIDGE)	100.000 SF				
0170	518.50 REPAIR OF UPWARD FACING SURFACES - TO REINFORCING STEEL < 7.9 IN. (McSHEA CROSSING BRIDGE)	50.000 SF				

## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 3

## SCHEDULE OF ITEMS

DATE: 040511

REVISED:

CONTRACT ID: 011029.00

PROJECT(S): BH-1102(900)X  
 BH-1103(200)X  
 BH-1103(300)X  
 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0180	518.50 REPAIR OF UPWARD FACING SURFACES - TO REINFORCING STEEL < 7.9 IN. (PRESQUE ISLE STREAM BRIDGE)	50.000 SF				
0190	518.50 REPAIR OF UPWARD FACING SURFACES - TO REINFORCING STEEL < 7.9 IN. (STATE STREET BRIDGE)	100.000 SF				
0200	518.51 REPAIR OF UPWARD FACING SURFACES - BELOW REINFORCING STEEL < 7.9 IN. (FLAGG MEMORIAL BRIDGE)	100.000 SF				
0210	518.51 REPAIR OF UPWARD FACING SURFACES - BELOW REINFORCING STEEL < 7.9 IN. (McSHEA CRISSING BRIDGE)	50.000 SF				
0220	518.51 REPAIR OF UPWARD FACING SURFACES - BELOW REINFORCING STEEL < 7.9 IN. (STATE STREET BRIDGE)	100.000 SF				
0230	518.52 REPAIR OF UPWARD FACING SURFACES > 7.9 IN. (FLAGG MEMORIAL BRIDGE)	3.000 CY				
0240	518.52 REPAIR OF UPWARD FACING SURFACES > 7.9 IN. (McSHEA CROSSING BRIDGE)	2.000 CY				



## MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 4

## SCHEDULE OF ITEMS

DATE: 040511

REVISED:

CONTRACT ID: 011029.00

PROJECT(S): BH-1102(900)X  
 BH-1103(200)X  
 BH-1103(300)X  
 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0250	518.52 REPAIR OF UPWARD FACING SURFACES > 7.9 IN. (STATE STREET BRIDGE)	2.000 CY				
0260	518.60 REPAIR OF VERTICAL SURFACES < 7.9 IN. (McSHEA CROSSING BRIDGE)	50.000 SF				
0270	518.60 REPAIR OF VERTICAL SURFACES < 7.9 IN. (STATE STREET BRIDGE)	50.000 SF				
0280	518.61 REPAIR OF VERTICAL SURFACES > 7.9 IN. (McSHEA CROSSING BRIDGE)	3.000 CY				
0290	518.61 REPAIR OF VERTICAL SURFACES > 7.9 IN. (STATE STREET BRIDGE)	3.000 CY				
0300	520.24 BRIDGE JOINT MODIFICATION (FLAGG MEMORIAL BRIDGE)	2.000 EA				
0310	520.243 BRIDGE JOINT MODIFICATION TYPE 3 (McSHEA CROSSING BRIDGE)	1.000 EA				
0320	520.243 BRIDGE JOINT MODIFICATION TYPE 3 (PRESQUE ISLE STREAM BRIDGE)	2.000 EA				

## MAINE DEPARTMENT OF TRANSPORTATION

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## SCHEDULE OF ITEMS

DATE: 040511

REVISED:

CONTRACT ID: 011029.00

PROJECT(S): BH-1102(900)X  
 BH-1103(200)X  
 BH-1103(300)X  
 OTHERS

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	CTS	BID AMOUNT DOLLARS	CTS
0330	520.245 BRIDGE JOINT MODIFICATION TYPE 5 (STATE STREET BRIDGE)	1.000 EA				
0340	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	3115.000 LF				
0350	627.77 REMOVING PAVEMENT MARKINGS	1110.000 SF				
0360	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR				
0370	639.19 FIELD OFFICE TYPE B	1.000 EA				
0380	652.38 FLAGGER	420.000 HR				
0390	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP			
0400	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0410	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN Nos. **11029,11032,11033,11034**

, for the **Wearing Surface Replacements** in the towns of **Fort Fairfield and Presque Isle**, County of **Aroostook**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **October 1, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$ \_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN Nos. 11029,11032,11033,11034 Fort Fairfield and Presque Isle Wearing Surface Replacements.**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN Nos. **11029,11032,11033,11034**

, for the **Wearing Surface Replacements** in the towns of **Fort Fairfield and Presque Isle**, County of **Aroostook**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **October 1, 2004**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$ \_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**



The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN Nos. 11029,11032,11033,11034 Fort Fairfield and Presque Isle Wearing Surface Replacements.**

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

**(Name of the firm bidding the job)**

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**

for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents) \$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Witness Sign Here)  
Witness

CONTRACTOR  
\_\_\_\_\_  
(Sign Here)  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
(Print Name Here)  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
(Witness)

BOND # \_\_\_\_\_

CONTRACT PERFORMANCE BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_,  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum  
of \_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**,  
to be paid said Treasurer of the State of Maine or his successors in office, for which  
payment well and truly to be made, Principal and Surety bind themselves, their heirs,  
executors and administrators, successors and assigns, jointly and severally by these  
presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of \_\_\_\_\_  
promptly and faithfully performs the Contract, then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State  
of Maine.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESSES:

Signature.....

Print Name Legibly .....

Signature .....

Print Name Legibly .....

SURETY ADDRESS:

.....

.....

.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....

Print Name Legibly .....

SURETY:

.....

Print Name Legibly .....

NAME OF LOCAL AGENCY:

ADDRESS .....

.....

.....

.....

BOND # \_\_\_\_\_

CONTRACT PAYMENT BOND  
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ **and the State of** \_\_\_\_\_, as principal,  
and \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business in \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use  
and benefit of claimants as herein below defined, in the sum of  
\_\_\_\_\_ **and 00/100 Dollars (\$** \_\_\_\_\_ **)**  
for the payment whereof Principal and Surety bind themselves, their heirs, executors and  
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly satisfies all claims and demands incurred for all  
labor and material, used or required by him in connection with the work contemplated by  
said Contract, and fully reimburses the obligee for all outlay and expense which the  
obligee may incur in making good any default of said Principal, then this obligation shall  
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a  
Subcontractor of the Principal for labor, material or both, used or reasonably required for  
use in the performance of the contract.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 ..

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly .....

SURETY:

Signature.....

Print Name Legibly .....

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS .....

TELEPHONE .....



# ESTIMATED QUANTITIES

ITEM NO.	DESCRIPTION	PIN 011029.00 Fort Fairfield McShea Crossing	PIN 011032.00 Presque Isle Flagg Memorial	PIN 011033.00 Presque Isle State Street	PIN 011034.00 Presque Isle PI Stream	TOTAL COMBINED
		QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY
202.127	REMOVING OF EXISTING BITUMINOUS PAVEMENT	0.7	0.1	0.1	0.1	1
202.30	REMOVING EXISTING CONCRETE WEARING SURFACE		0.7	0.3		1
203.20	COMMON EXCAVATION			3	2	5
304.10	AGGREGATE SUBBASE COURSE-GRAVEL			3	3	6
403.210	HOT MIX ASPHALT, 9.5 MM	97	29	28	26	180
403.324	MODIFIED BITUMINOUS CONCRETE SURFACE COURSE		445	170		615
409.15	BITUMINOUS TACK COAT APPLIED	5	9	9	8	31
508.14	HIGH PERFORMANCE WATERPROOFING MEMBRANE	1				1
518.39	REPAIR GRANITE CURB BEDDING MORTAR		932	372		1304
518.50	REPAIR OF UPWARD FACING SURFACE TO RE STEEL	50	100	100	50	300
518.51	REPAIR OF UPWARD FAC SURF BELOW RE STEEL	50	100	100		250
518.52	REPAIR OF UPWARD FACING SURFACES >7.9 IN	2	3	2		7
518.60	REPAIR OF VERTICAL SURFACES < 7.9 IN	50		50		100
518.61	REPAIR OF VERTICAL SURFACES ≥7.9 IN	3		3		6
520.24	BRIDGE JOINT MODIFICATION		2			2
520.243	BRIDGE JOINT MODIFICATION TYPE III	1			2	3
520.245	BRIDGE JOINT MODIFICATION TYPE V			1		1
627.711	WH OR YELL PAINT PVMT MARK LINE (PL QUAN)	630	1570	735	180	3115
627.77	REMOVING PAVEMENT MARKINGS	185	370	370	185	1110
629.05	HAND LABOR, STRAIGHT TIME	10	10	10	10	40
639.19	FIELD OFFICE TYPE B	1				1
652.38	FLAGGERS	40	40	300	40	420
652.39	WORK ZONE TRAFFIC CONTROL	0.3	0.3	0.3	0.1	1
656.75	TEMP. SOIL EROSION AND WATER POLLUTION	0.3	0.3	0.3	0.1	1
659.10	MOBILIZATION	0.3	0.3	0.3	0.1	1

# QUANTITIES FOR LUMP SUM ITEMS

ITEM NO.	DESCRIPTION	PIN 011029.00 Fort Fairfield McShea Crossing	PIN 011032.00 Presque Isle Flagg Memorial	PIN 011033.00 Presque Isle State Street	PIN 011034.00 Presque Isle PI Stream	UNIT
		QUANTITY	QUANTITY	QUANTITY	QUANTITY	
202.127	REMOVING OF EXISTING BITUMINOUS PAVEMENT	684	347	333	293	SY
202.30	REMOVING EXISTING CONCRETE WEARING SURFACE		225	86		CY
508.14	HIGH PERFORMANCE WATERPROOFING MEMBRANE	505				SY

# STATE OF MAINE DEPARTMENT OF TRANSPORTATION



## FORT FAIRFIELD AROOSTOOK COUNTY McSHEA CROSSING BRIDGE OVER B & A RAILROAD PROJECT # AC-BH-1102(900)X

PROJECT LENGTH 0.031 mile  
W.S. REPLACEMENT  
BRIDGE NO. 3258

*Michael Wight*  
SIGNATURE

8089  
P.E. NUMBER

4/16/04  
DATE



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

APPROVED

DATE

COMMISSIONER:

4/16/04

CHIEF ENGINEER:

04/16/04

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

FORT FAIRFIELD  
AROOSTOOK COUNTY

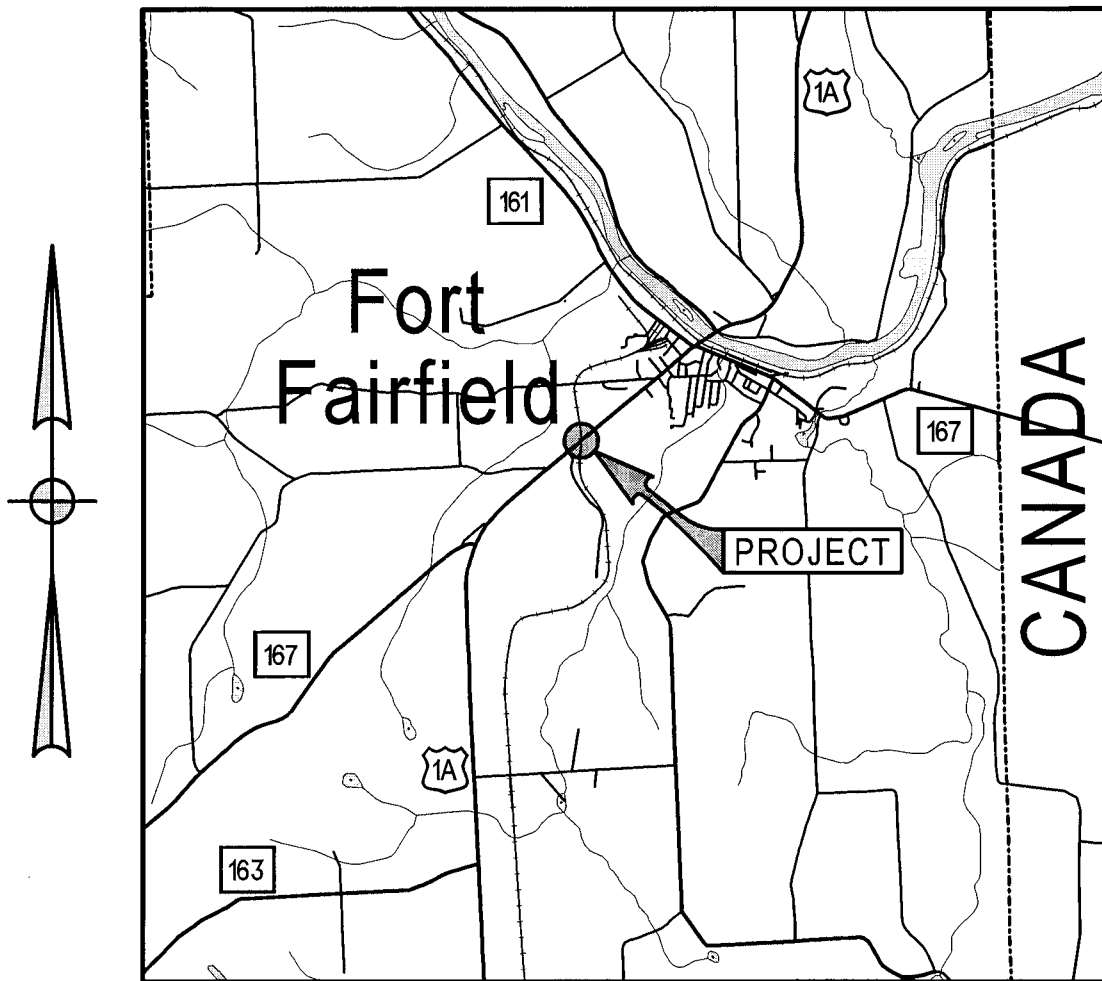
SHEET NUMBER

1

PIN 011029.00

TITLE SHEET

OF 7



## LOCATION MAP



*Scale in Miles*

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

ROUTE 1A FORT FAIRFIELD  
AROOSTOOK COUNTY

SHEET NUMBER

2

McSHEA CROSSING BRIDGE  
PIN 011029.00

LOCATION MAP

OF 7

SPECIFICATIONS

DESIGN: Load and Resistance Factor Design Per AASHTO LRFD Bridge Design Specifications, Second Edition 1998 and Interim Specifications through 2003.

TRAFFIC DATA

Current (2003) AADT	5620
Future (2023) AADT	7870
DHV - % of AADT	9
Design Hour Volume	708
% Heavy Trucks (AADT)	11
% Heavy Trucks (DHV)	8
Directional Distribution (DHV)	55
18 kip Equivalent P 2.0	698
18 kip Equivalent P 2.5	665
Design Speed (mph)	45

MAINTENANCE OF TRAFFIC

Maintain one 12'-0" wide lane of alternating two - way traffic using temporary traffic signals.

SCOPE OF WORK

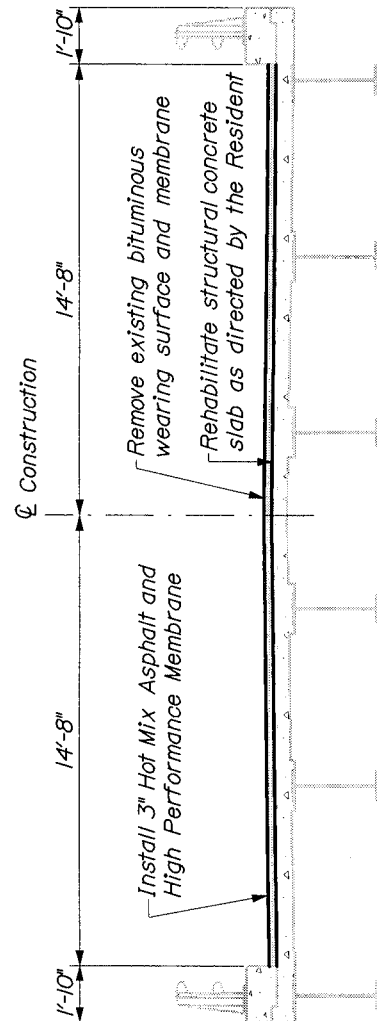
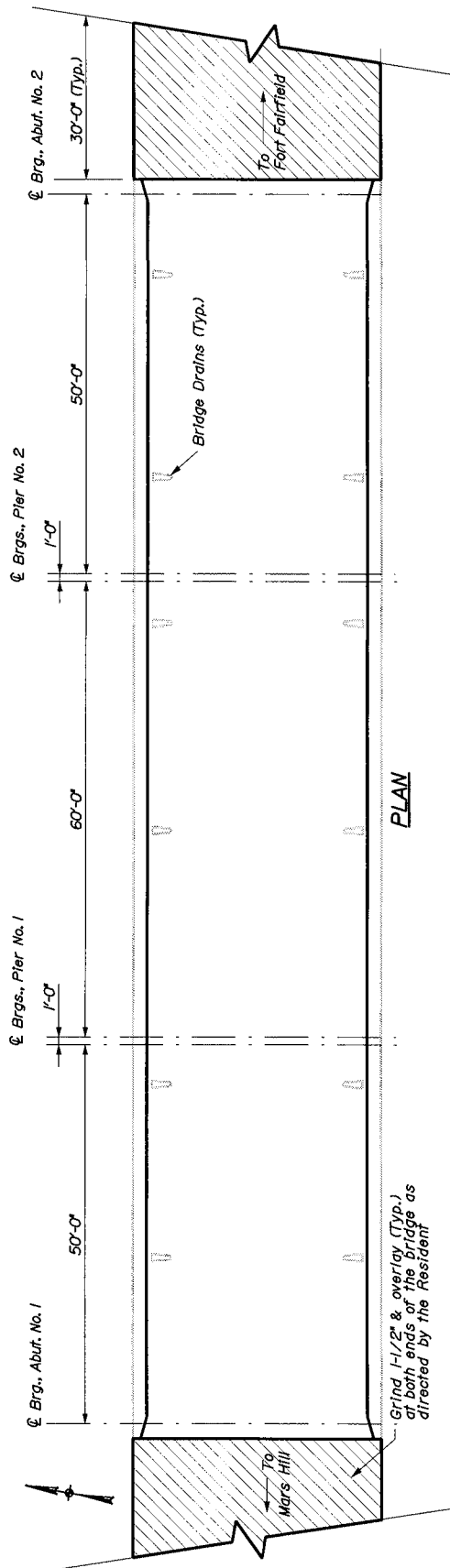
- 1) Remove existing bituminous wearing surface and membrane
- 2) Rehabilitate existing concrete deck as directed by the Resident
- 3) Repair joint as directed by the Resident
- 4) Install new high performance waterproofing membrane
- 5) Install bituminous wearing surface
- 6) Grind and overlay approaches

UTILITIES

Verizon  
Time Warner  
Maine Public Service Company  
Montreal, Maine & Atlantic Railway

GENERAL CONSTRUCTION NOTES

1. All Utility Facilities shall be adjusted by the respective Utilities unless otherwise noted.
2. Any damage to existing concrete resulting from the work performed, shall be repaired by a method approved by the Resident at the expense of the Contractor.
3. All reinforcing steel that is exposed and reused shall be cleaned by a method approved by the Resident. Payment shall be incidental to related contract items.
4. Reinforcing steel shall have a 2" minimum cover unless otherwise noted.
5. The Contractor shall use care not to damage the existing reinforcing steel which is to remain. Any damaged reinforcing shall be replaced as directed by the Resident at no expense to the Department.
6. After the existing Bituminous wearing surface has been removed. The Contractor may be directed by the Resident to rehabilitate areas of the deck. Payment will be made under items 518.50, 518.51 or 518.52 whichever is applicable.
7. If the depth of the deteriorated concrete is below the reinforcing bars, then remove concrete to a minimum depth of 1" below the reinforcing steel.
8. Plans of the existing bridge are available for the Contractor's reference at the Bridge program office in Augusta. The plans are reproductions of the original drawings as prepared for the construction of the bridge. It is very unlikely that the plans will show any construction field changes or any alterations, which may have been made to the bridge during its life span.



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

McSHEA CROSSING  
PIN 011029.00

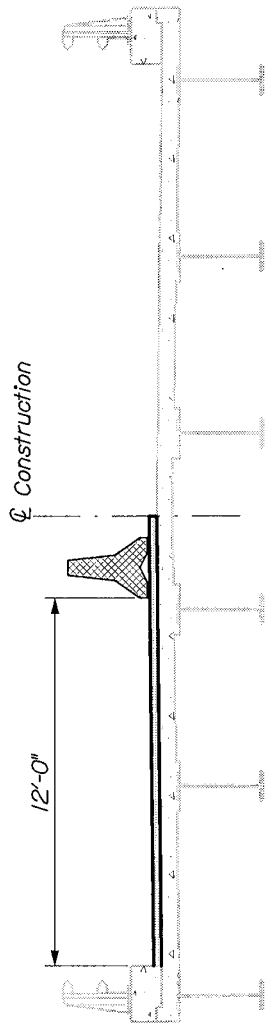
ROUTE 1A FORT FAIRFIELD  
AROOSTOOK COUNTY

SUPERSTRUCTURE PLAN

SHEET NUMBER

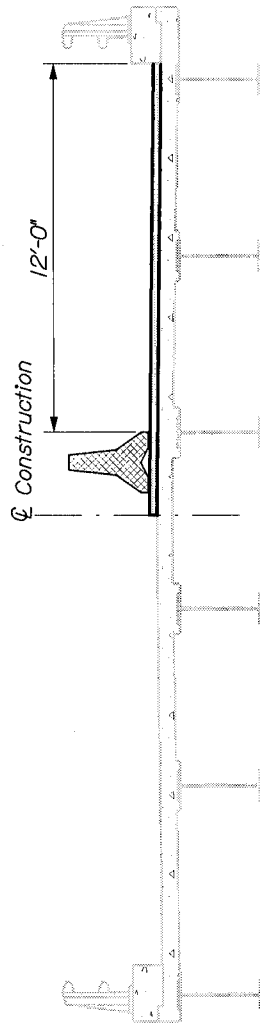
4

OF 7



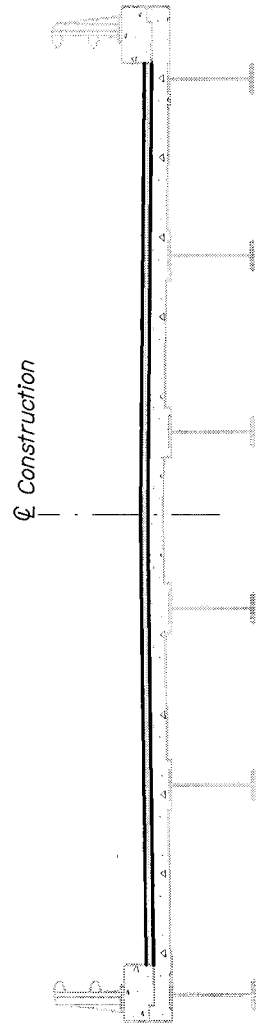
### STAGE I

Maintain one 12'-0" lane for traffic on the West Side of Bridge, while completing work on opposite side of Bridge.



### STAGE II

Maintain one 12'-0" lane for traffic on the East Side of Bridge, while completing work on opposite side of Bridge.



### STAGE III

Open Bridge to Traffic.

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

ROUTE 1A FORT FAIRFIELD  
AROOSTOOK COUNTY

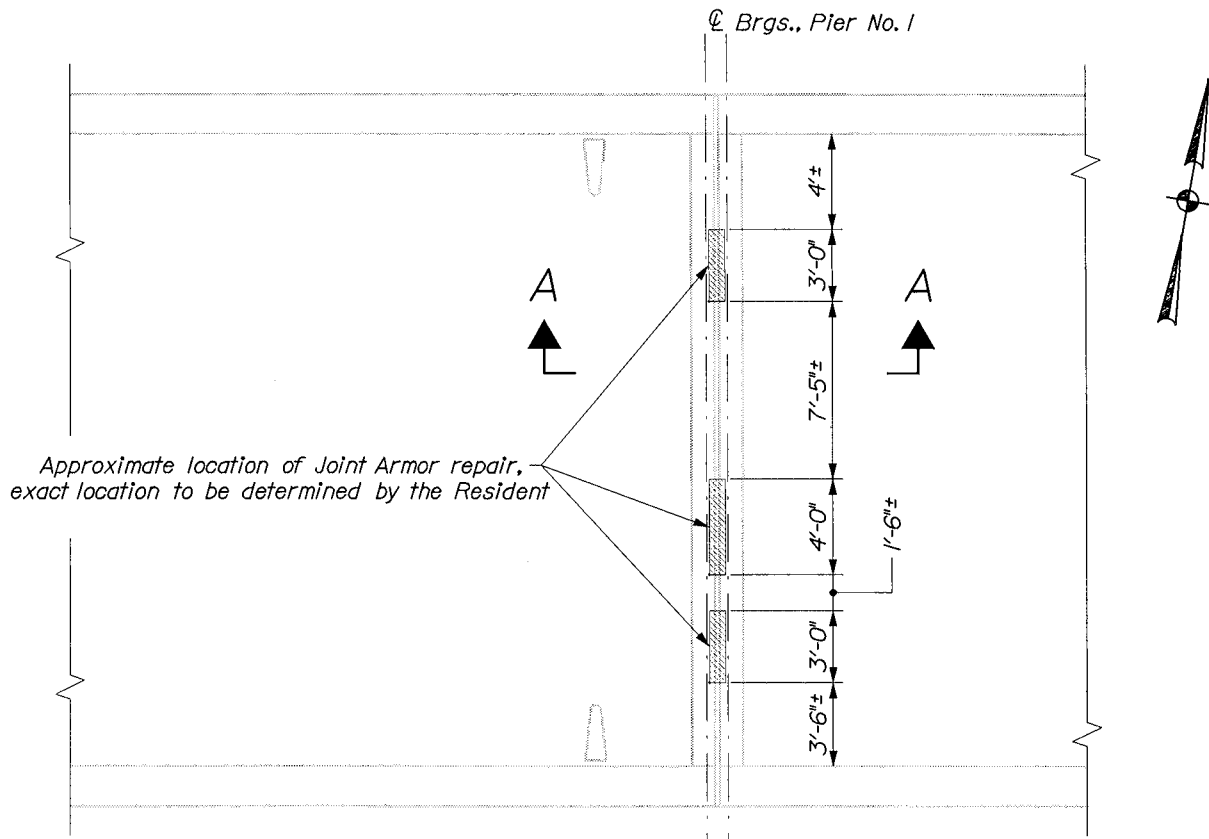
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5

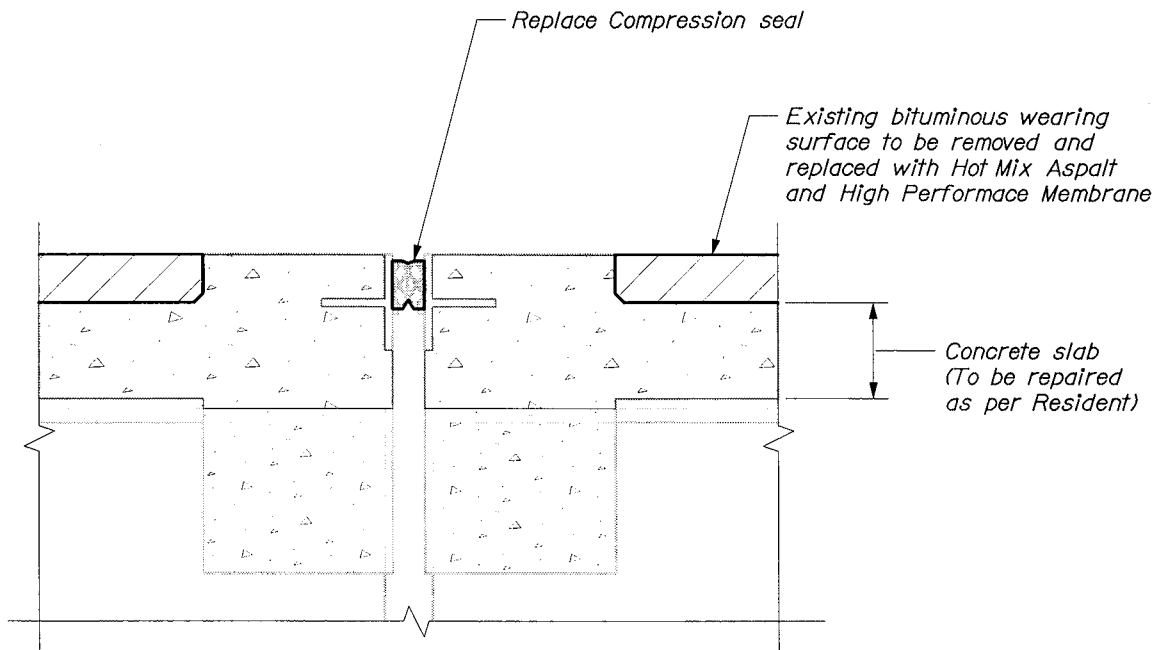
McSHEA CROSSING  
PIN 011029.00

STAGE CONSTRUCTION PLAN

OF 7



PLAN



PIER 1 JOINT-SECTION A-A

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

ROUTE 1A FORT FAIRFIELD  
AROOSTOOK COUNTY

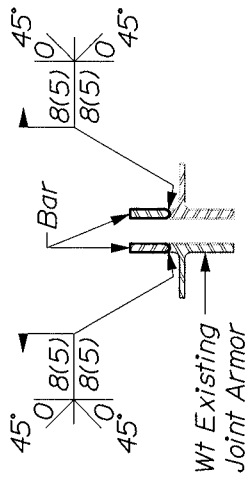
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6

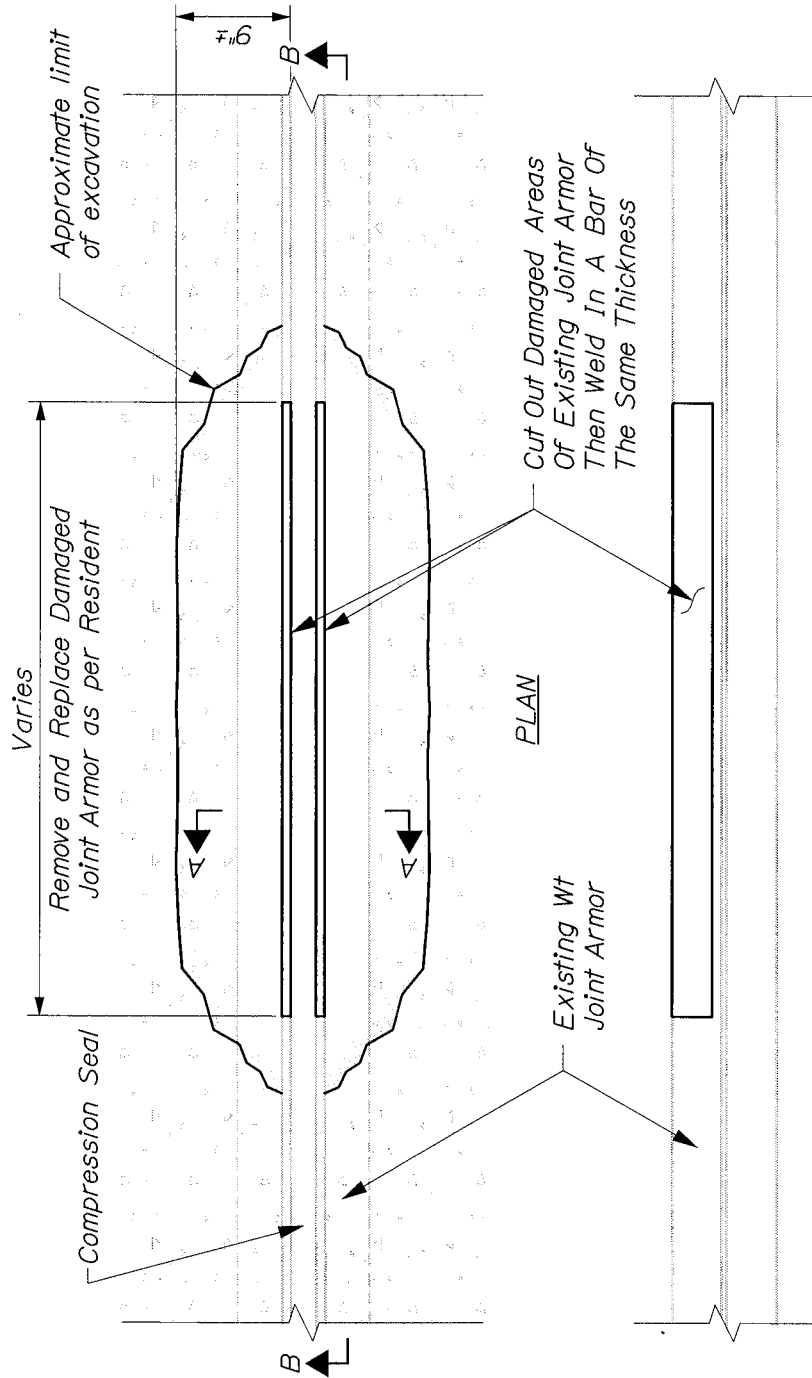
McSHEA CROSSING  
PIN 011029.00

PIER NO. 1 JOINT REPAIR PLAN

OF 7



SECTION A-A



SECTION B-B

COMPRESSION SEAL JOINT ARMOR REPAIR  
(WEST END OF BRIDGE)

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

ROUTE 1A FORT FAIRFIELD  
AROOSTOOK COUNTY

SHEET NUMBER

7

McSHEA CROSSING  
PIN 011029.00

JOINT ARMOR REPAIR

OF 7



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION



PRESQUE ISLE  
AROOSTOOK COUNTY  
FLAGG MEMORIAL BRIDGE  
OVER  
AROOSTOOK RIVER  
PROJECT # AC-BH-1103(200)X

PROJECT LENGTH 0.087 mile  
W.S. REPLACEMENT  
BRIDGE NO. 2189

*Michael Wight*  
SIGNATURE

8089  
P.E. NUMBER

4/16/04  
DATE



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

APPROVED

DATE

*[Signature]*  
COMMISSIONER:

4/16/04

*[Signature]*  
CHIEF ENGINEER:

04/16/04

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

PRESQUE ISLE  
AROOSTOOK COUNTY

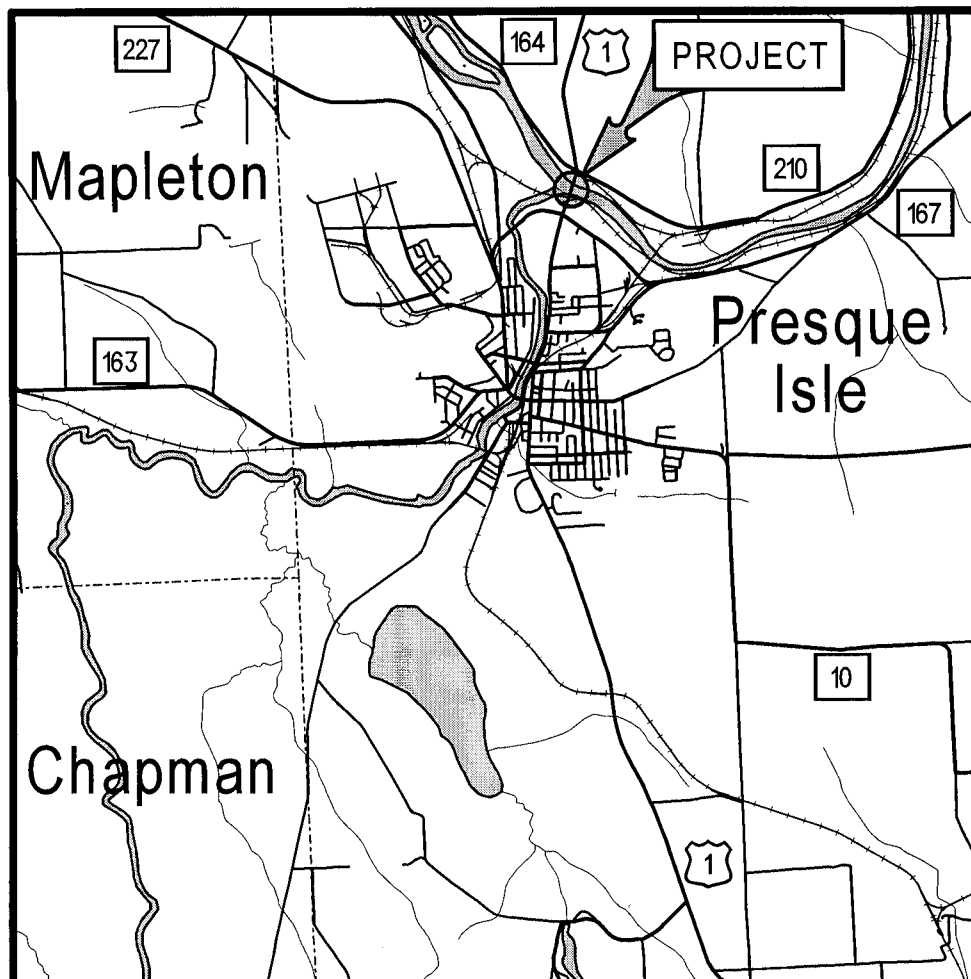
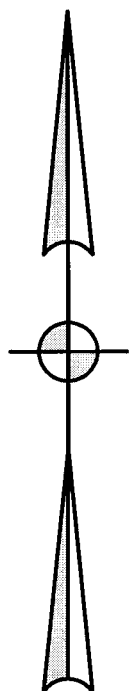
SHEET NUMBER

1

PIN 011032.00

TITLE SHEET

OF 5



## LOCATION MAP



*Scale in Kilometers*

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

ROUTE 1      PRESQUE ISLE  
AROOSTOOK COUNTY

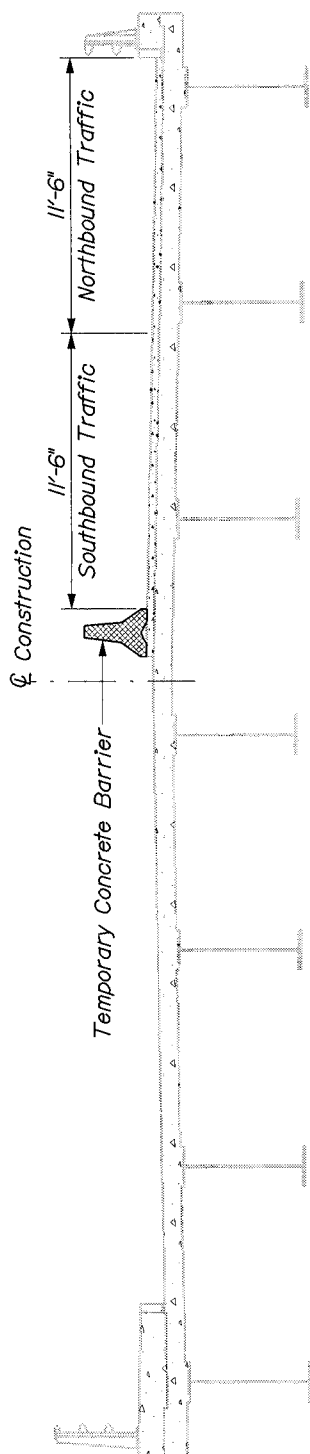
SHEET NUMBER

2

FLAGG MEMORIAL BRIDGE  
PIN 011032.00

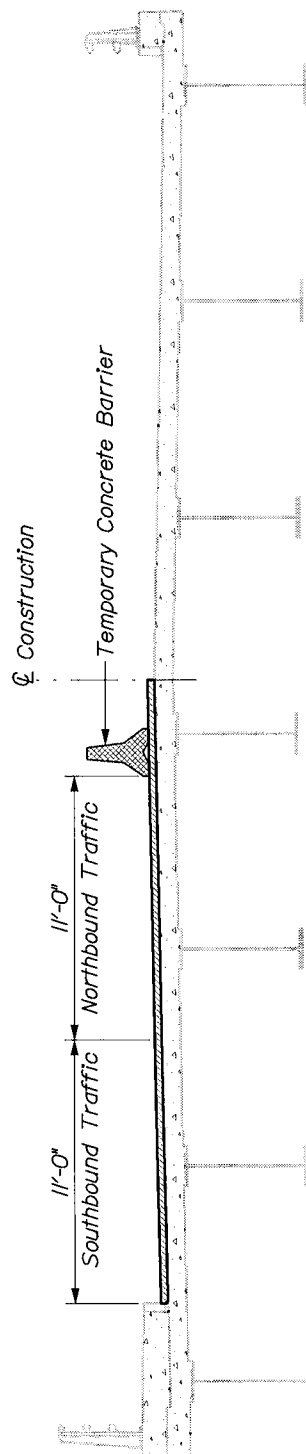
LOCATION MAP

OF 5



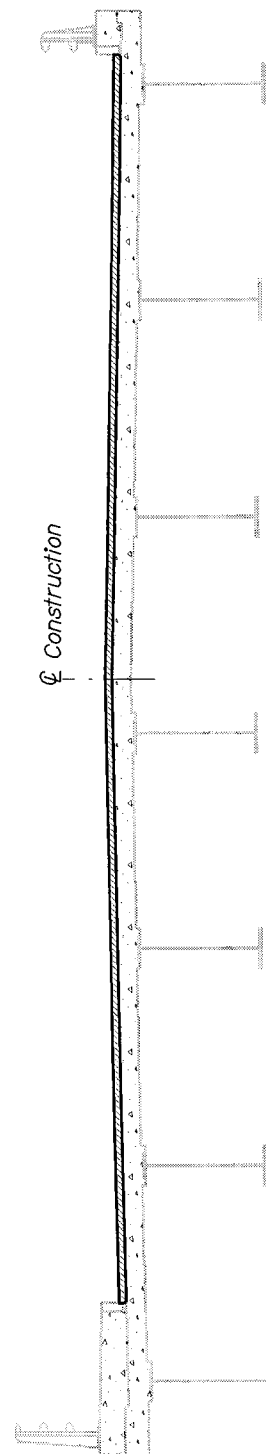
### STAGE I

Maintain two 11'-6" lanes for Northbound and Southbound traffic on the East Side of Bridge, while completing work on opposite side of Bridge.



### STAGE II

Maintain two 11'-0" lanes for Northbound and Southbound traffic on West Side of Bridge, while completing work on opposite side of Bridge.



### STAGE III

Open Bridge To Traffic

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

FLAGG MEMORIAL BRIDGE  
PIN 011032.00

ROUTE 1 PRESQUE ISLE  
AROOSTOOK COUNTY

STAGE CONSTRUCTION PLAN

SHEET NUMBER

3

OF 5

### SPECIFICATIONS

DESIGN: Load and Resistance Factor Design Per AASHTO LRFD Bridge Design Specifications 1998 and Interim Specifications through 2003.

### TRAFFIC DATA

Current (2003) AADT	13530
Future (2023) AADT	16240
DHV - % of AADT	9
Design Hour Volume	1462
% Heavy Trucks (AADT)	11
% Heavy Trucks (DHV)	6
Directional Distribution (DHV)	50
18-KIP Equivalent P 2.0	1624
18-KIP Equivalent P 2.5	1547

### MAINTENANCE OF TRAFFIC

One northbound lane and one southbound lane of traffic shall be maintained during construction utilizing a stage construction sequence.

### SCOPE OF WORK

- 1) Remove existing 3" reinforced concrete wearing surface
- 2) Rehabilitate existing concrete deck as directed by the Resident
- 3) Repair Granite curb bedding mortar as directed by the Resident
- 4) Install new 3" Rosphalt wearing surface
- 5) Grind and overlay approaches

### UTILITIES

City of Presque Isle  
Presque Isle Fire Department  
Presque Isle Water & Sewer District  
Time Warner Cable (Presque Isle Office)  
Verizon

### GENERAL CONSTRUCTION NOTES

1. All utility facilities shall be adjusted by the respective utilities unless otherwise noted.
2. Any damage to existing concrete resulting from the work performed, shall be repaired by a method approved by the Resident at the expense of the Contractor.
3. All reinforcing steel that is to be exposed and reused shall be cleaned by a method approved by the Resident. Payment shall be incidental to related contract items.
4. Reinforcing steel shall have a 2" minimum cover unless otherwise noted.
5. The Contractor shall use care not to damage the existing reinforcing steel which is to remain. Any damaged reinforcing shall be replaced as directed by the Resident at no expense to the Department.
6. After the existing concrete wearing surface has been removed, The Contractor may be directed by the Resident to rehabilitate areas of the deck. Payment will be made under items 518.50, 518.51 or 518.52 whichever is applicable.
7. If the depth of the deteriorated concrete is below the reinforcing bars, then remove concrete to a minimum depth of 1" below the reinforcing steel.
8. The new concrete placed behind the joint armor at both abutments will be paid for under item 520.24 bridge joint modification
9. Depress wearing surface around existing bridge drains as directed by the Resident.
10. Mortar for bedding and for joints in the granite curb shall contain an approved non-shrink additive
11. The Contractor shall use care as not to damage the existing granite curb. Any damaged curb due to the Contractor's operation shall be repaired as directed by the Resident at no expense to the Department.
12. Plans of the existing bridge are available for the Contractor's reference at the Bridge Program in Augusta. The plans are reproductions of the original drawings as prepared for the construction of the bridge. It is very unlikely that the plans will show any construction field changes or any alterations, which may have been made to the bridge during its life span.

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

FLAGG MEMORIAL BRIDGE  
PIN 011032.00

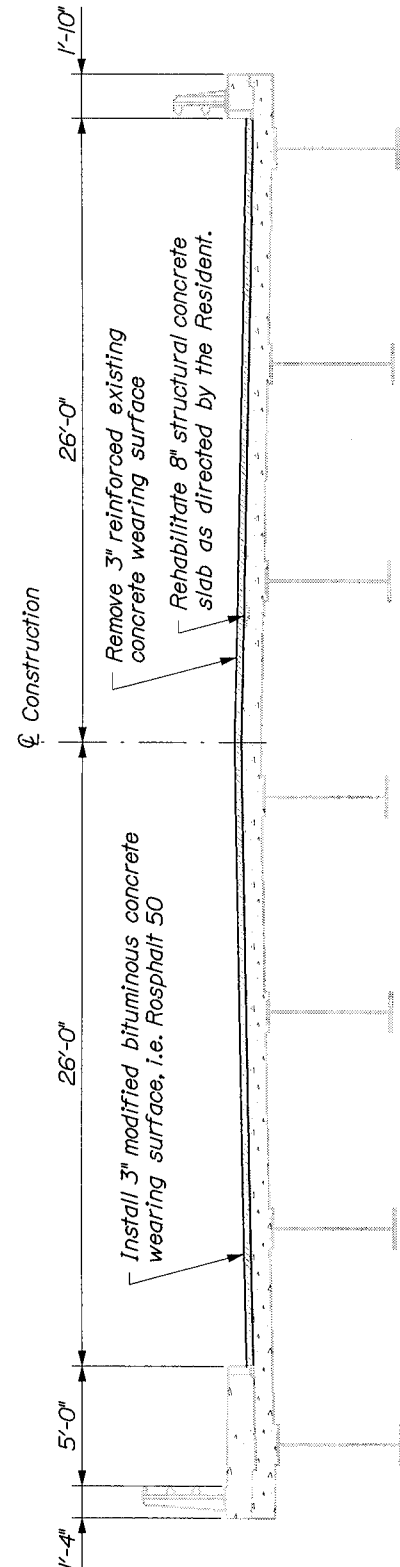
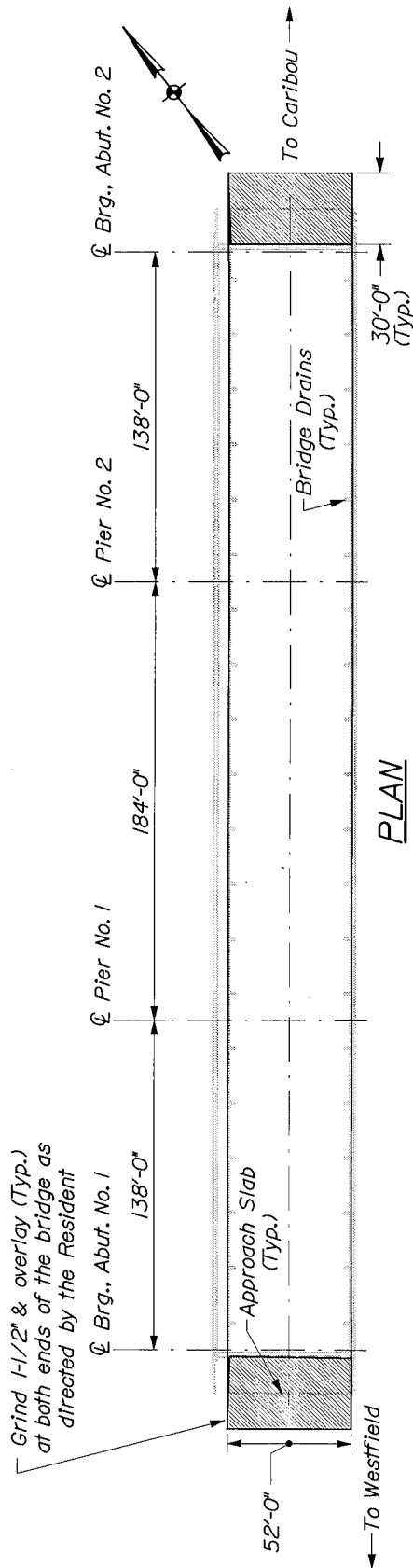
ROUTE 1 PRESQUE ISLE  
AROOSTOOK COUNTY

NOTES

SHEET NUMBER

4

OF 5



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

FLAGG MEMORIAL BRIDGE  
PIN 011032.00

ROUTE 1 PRESQUE ISLE  
AROOSTOOK COUNTY  
SUPERSTRUCTURE PLAN

SHEET NUMBER

5

OF 5

# STATE OF MAINE DEPARTMENT OF TRANSPORTATION



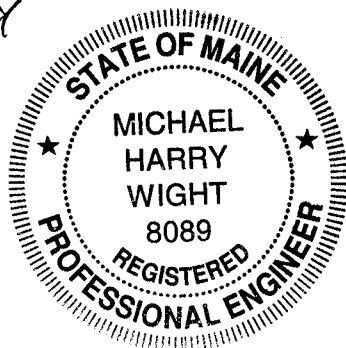
## PRESQUE ISLE AROOSTOOK COUNTY STATE STREET BRIDGE OVER PRESQUE ISLE STREAM PROJECT # AC-BH-1103(300)X

PROJECT LENGTH 0.035 mile  
W.S. REPLACEMENT  
BRIDGE NO. 3550

*Michael Wight*  
SIGNATURE

8089  
P.E. NUMBER

4/16/04  
DATE



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

APPROVED

DATE

COMMISSIONER:

4/16/04

CHIEF ENGINEER:

04/16/04

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

PRESQUE ISLE  
AROOSTOOK COUNTY

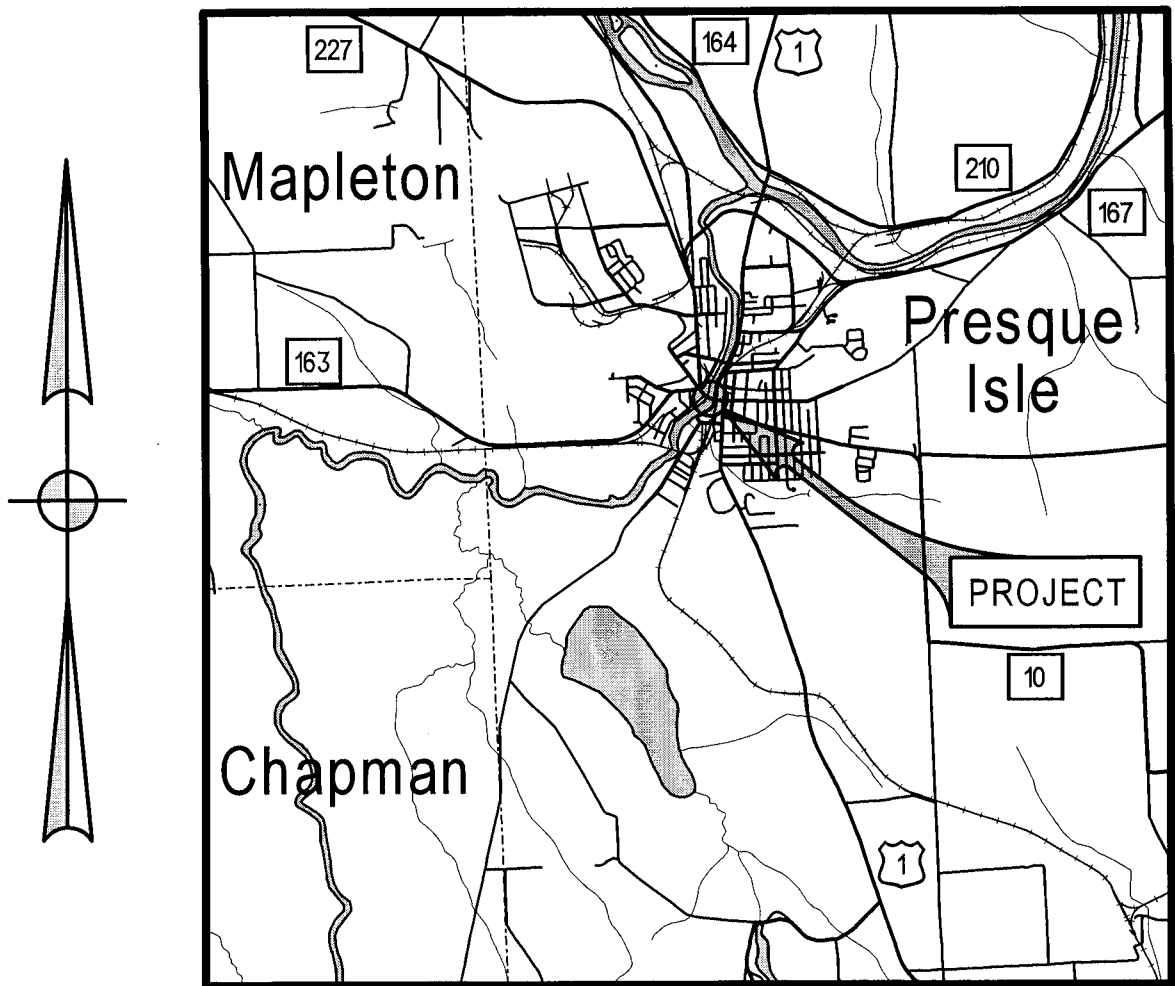
SHEET NUMBER

1

PIN 011033.00

TITLE SHEET

OF 7



## LOCATION MAP



*Scale in Kilometers*

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

STATE STREET PRESQUE ISLE  
AROOSTOOK COUNTY

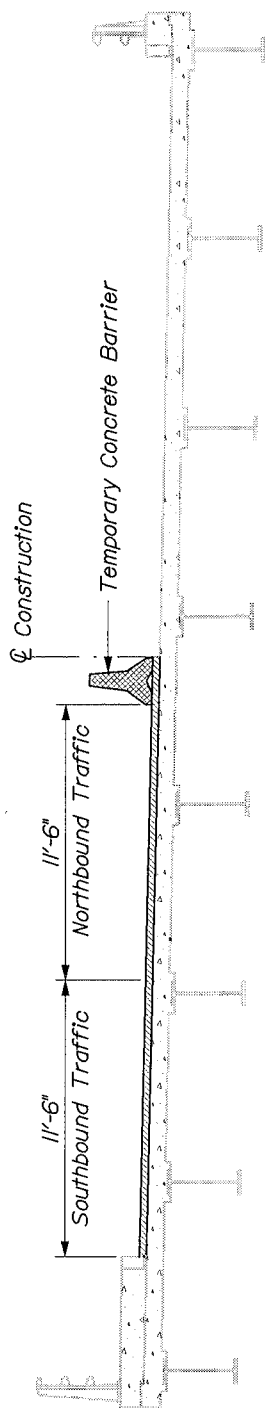
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2

STATE STREET BRIDGE  
PIN 011033.00

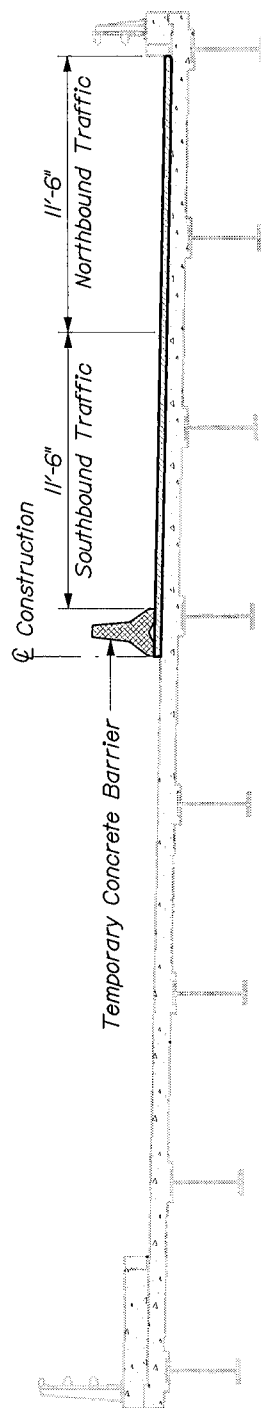
LOCATION MAP

OF 7



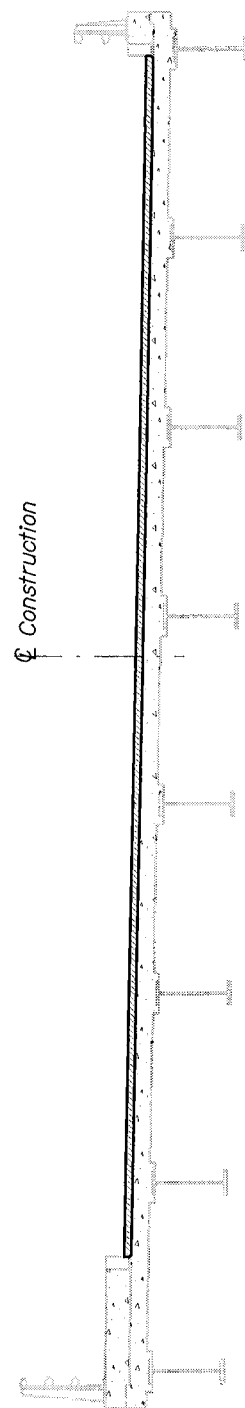
### STAGE I

Maintain two 11'-6" lanes for Northbound and Southbound traffic on the West Side of Bridge, while completing work on opposite side of Bridge.



### STAGE II

Maintain two 11'-6" lanes for Northbound and Southbound traffic on the East Side of Bridge, while completing work on opposite side of Bridge.



### STAGE III

Open Bridge To Traffic

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

STATE STREET BRIDGE  
PIN 011033.00

STATE STREET PRESQUE ISLE  
AROOSTOOK COUNTY

STAGE CONSTRUCTION PLAN

SHEET NUMBER

3

OF 7



**SPECIFICATIONS**

DESIGN: Load and Resistance Factor Design Per AASHTO LRFD Bridge Design Specifications 1998 and Interim Specifications through 2003.

**TRAFFIC DATA**

Current (2003) AADT	10730
Future (2023) AADT	12880
DHV - % of AADT	8
Design Hour Volume	1030
% Heavy Trucks (AADT)	7
% Heavy Trucks (DHV)	4
Directional Distribution (DHV)	50
18-KIP Equivalent P 2.0	847
18-KIP Equivalent P 2.5	807

**MAINTENANCE OF TRAFFIC**

One eastbound lane and one westbound lane shall be maintained during construction utilizing a stage construction sequence.

**SCOPE OF WORK**

- 1) Remove existing 3" reinforced concrete wearing surface
- 2) Rehabilitate existing concrete deck as directed by the Resident
- 3) Repair West Abutment slab over backwall joint
- 4) Repair East Abutment backwall and replace gland seal
- 5) Repair Granite curb bedding mortar as directed by the Resident
- 6) Install new 3" Rosphait 50 wearing surface
- 7) Grind and overlay approaches

**UTILITIES**

City of Presque Isle  
Maine Public Service Company  
Presque Isle Fire Department  
Verizon

**GENERAL CONSTRUCTION NOTES**

1. All utility facilities shall be adjusted by the respective utilities unless otherwise noted.
2. Any damage to existing concrete resulting from the work performed, shall be repaired by a method approved by the Resident at the expense of the Contractor.
3. All reinforcing steel that is to be exposed and reused shall be cleaned by a method approved by the Resident. Payment shall be incidental to related contract items.
4. Concrete repairs to the West Abutment backwall shall be paid for under the appropriate section 518 concrete repair items).
5. The aggregate subbase course gravel removed to repair the abutment backwalls and the superstructure shall be stockpiled and reused, after the concrete repairs have been completed. All of this work shall be paid for under item 304.10 Aggregate Subbase Course-Gravel.
6. The work involving the installation of the waterproofing membrane at the joint at the top of the abutment #2 between the abutment and the superstructure will not be paid for directly. Payment will be considered incidental to related contract items. The membrane used shall be approved by the Resident before installation.
7. Reinforcing steel shall have a 2" minimum cover unless otherwise noted.
8. The Contractor shall use care not to damage the existing reinforcing steel which is to remain. Any damaged reinforcing shall be replaced as directed by the Resident at no expense to the Department.
9. After the existing concrete wearing surface has been removed. The Contractor may be directed by the Resident to rehabilitate areas of the deck. Payment will be made under items 518.50, 518.51 or 518.52 whichever is applicable.
10. If the depth of the deteriorated concrete is below the reinforcing bars, then remove concrete to a minimum depth of 1" below the reinforcing steel.
11. Depress wearing surface around existing bridge drains as directed by the Resident.
12. Mortar for bedding and for joints in the granite curb shall contain an approved non-shrink additive
13. The Contractor shall use care as not to damage the existing granite curb. Any damaged curb due to the Contractor's operation shall be repaired as directed by the Resident at no expense to the Department.
14. Plans of the existing bridge are available for the Contractor's reference at the Bridge Program in Augusta. The plans are reproductions of the original drawings as prepared for the construction of the bridge. It is very unlikely that the plans will show any construction field changes or any alterations, which may have been made to the bridge during its life span.

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

STATE STREET BRIDGE  
PIN 011033.00

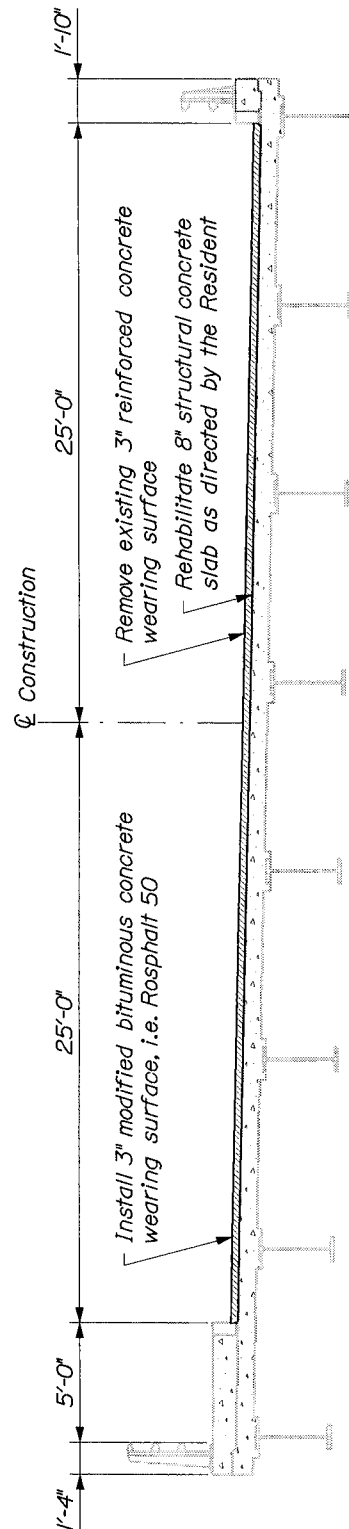
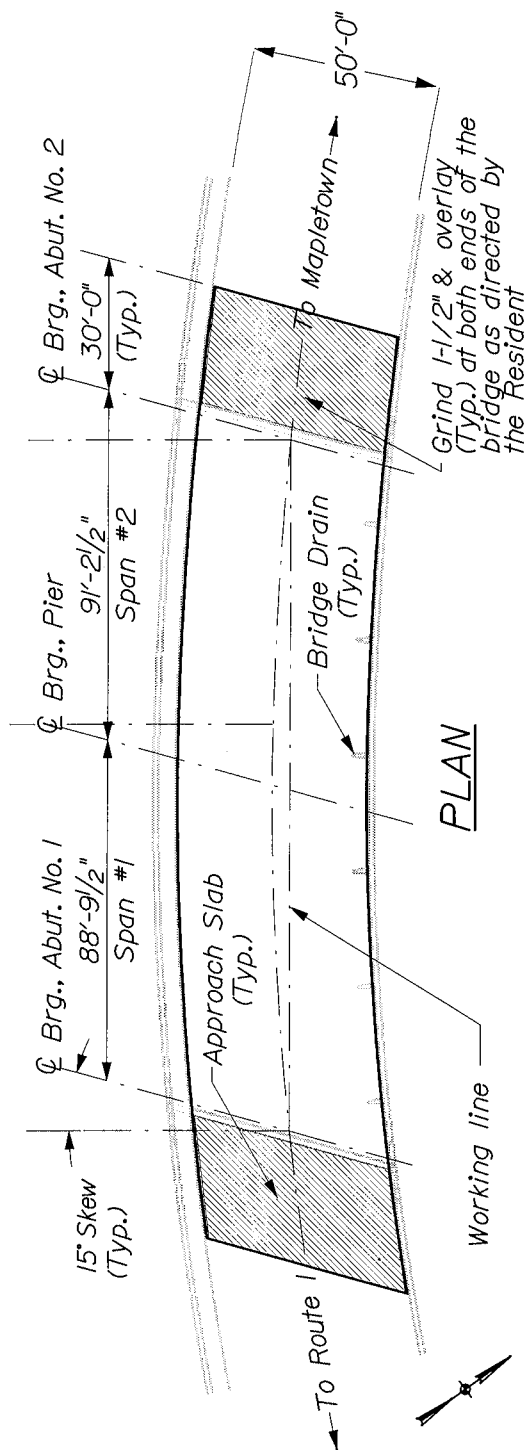
STATE STREET PRESQUE ISLE  
AROOSTOOK COUNTY

NOTES

SHEET NUMBER

4

OF 7



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

STATE STREET BRIDGE  
PIN 011033.00

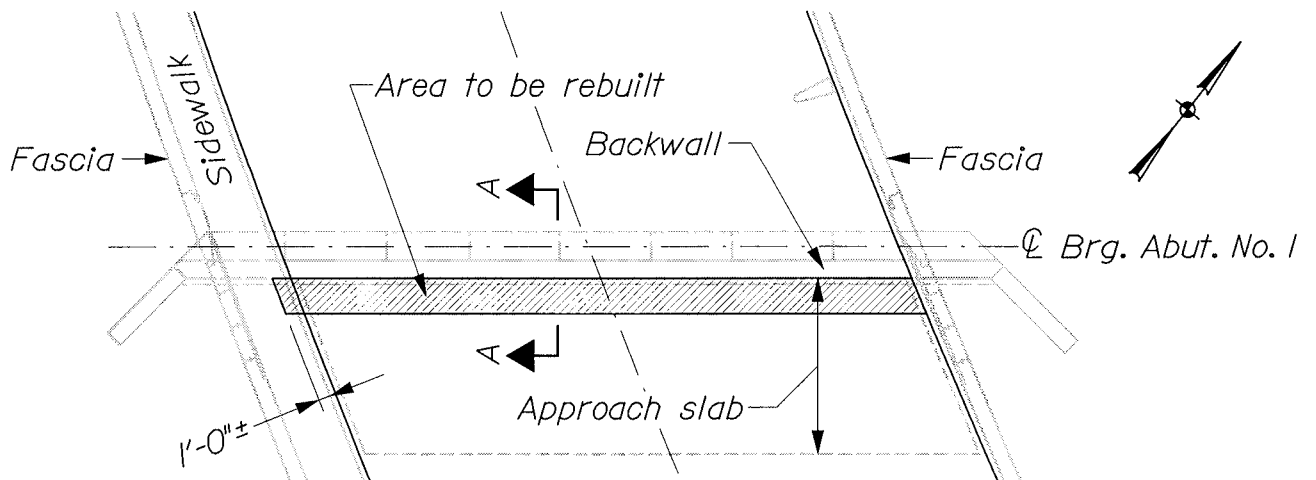
STATE STREET PRESQUE ISLE  
AROOSTOOK COUNTY

SUPERSTRUCTURE PLAN

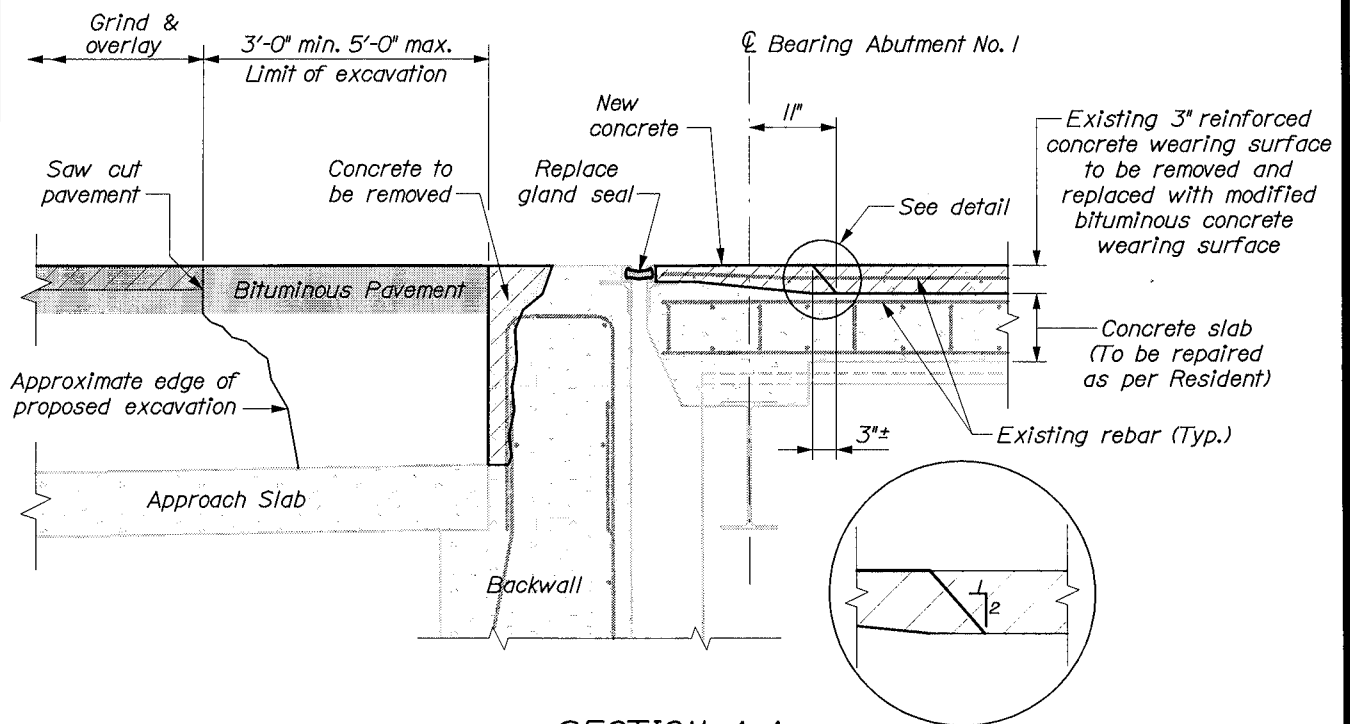
SHEET NUMBER

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OF 7



PLAN



SECTION A-A

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

STATE STREET BRIDGE  
PIN 011033.00

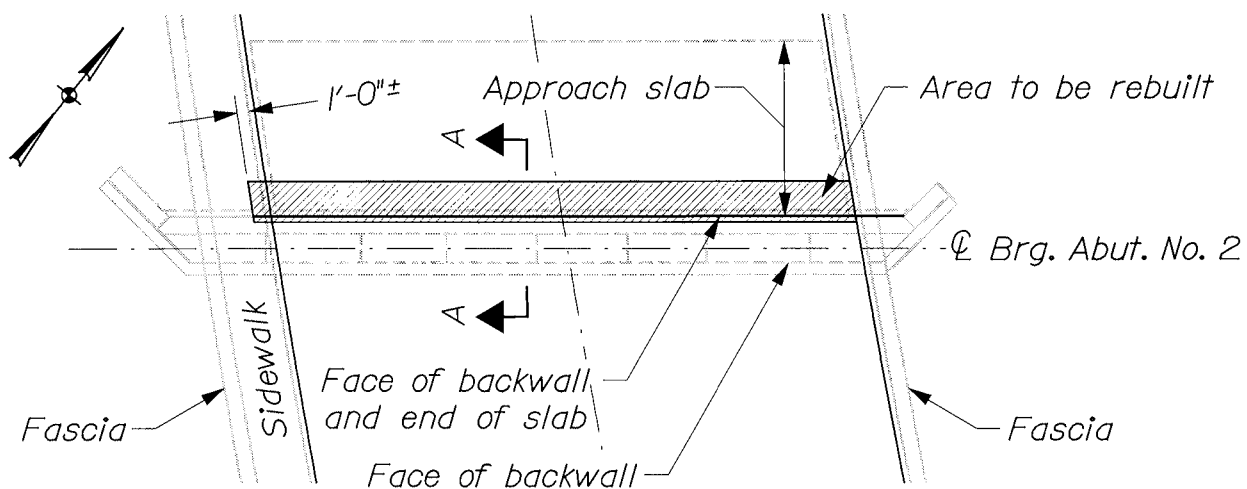
STATE STREET PRESQUE ISLE  
AROOSTOOK COUNTY

ABUTMENT NO. 1 REPAIR PLAN

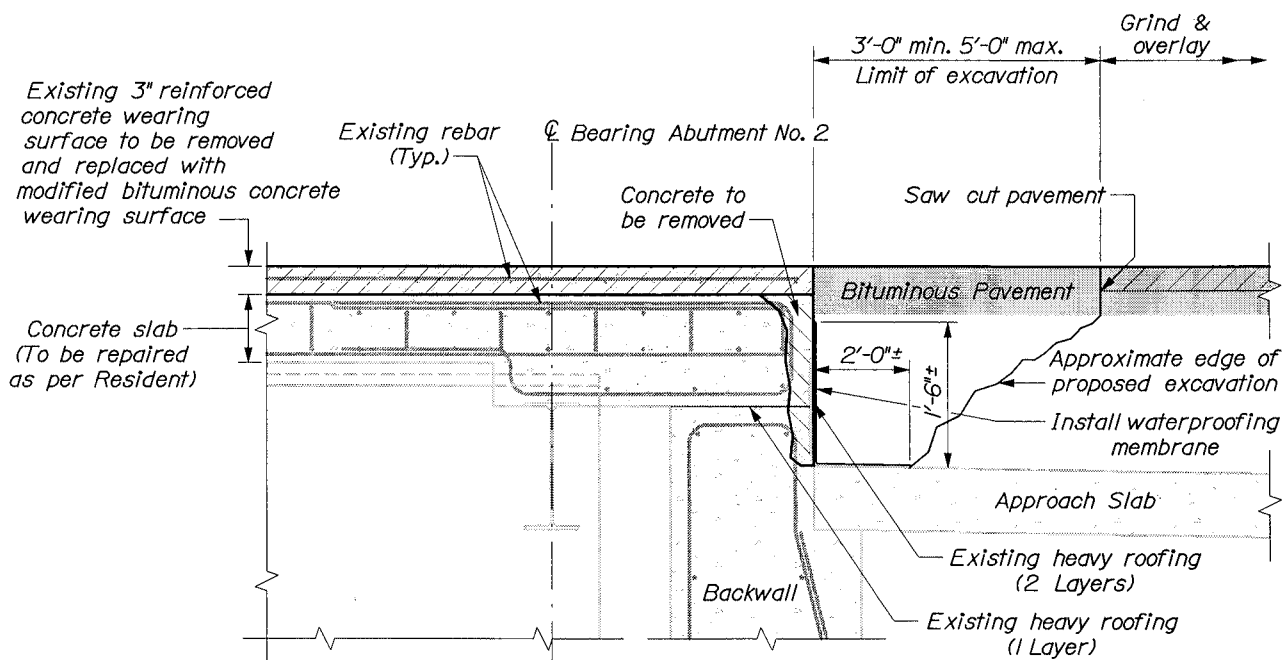
SHEET NUMBER

6

OF 7



PLAN



SECTION A-A

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

STATE STREET PRESQUE ISLE  
AROOSTOOK COUNTY

SHEET NUMBER

7

STATE STREET BRIDGE  
PIN 011033.00

ABUTMENT NO. 2 REPAIR PLAN

OF 7

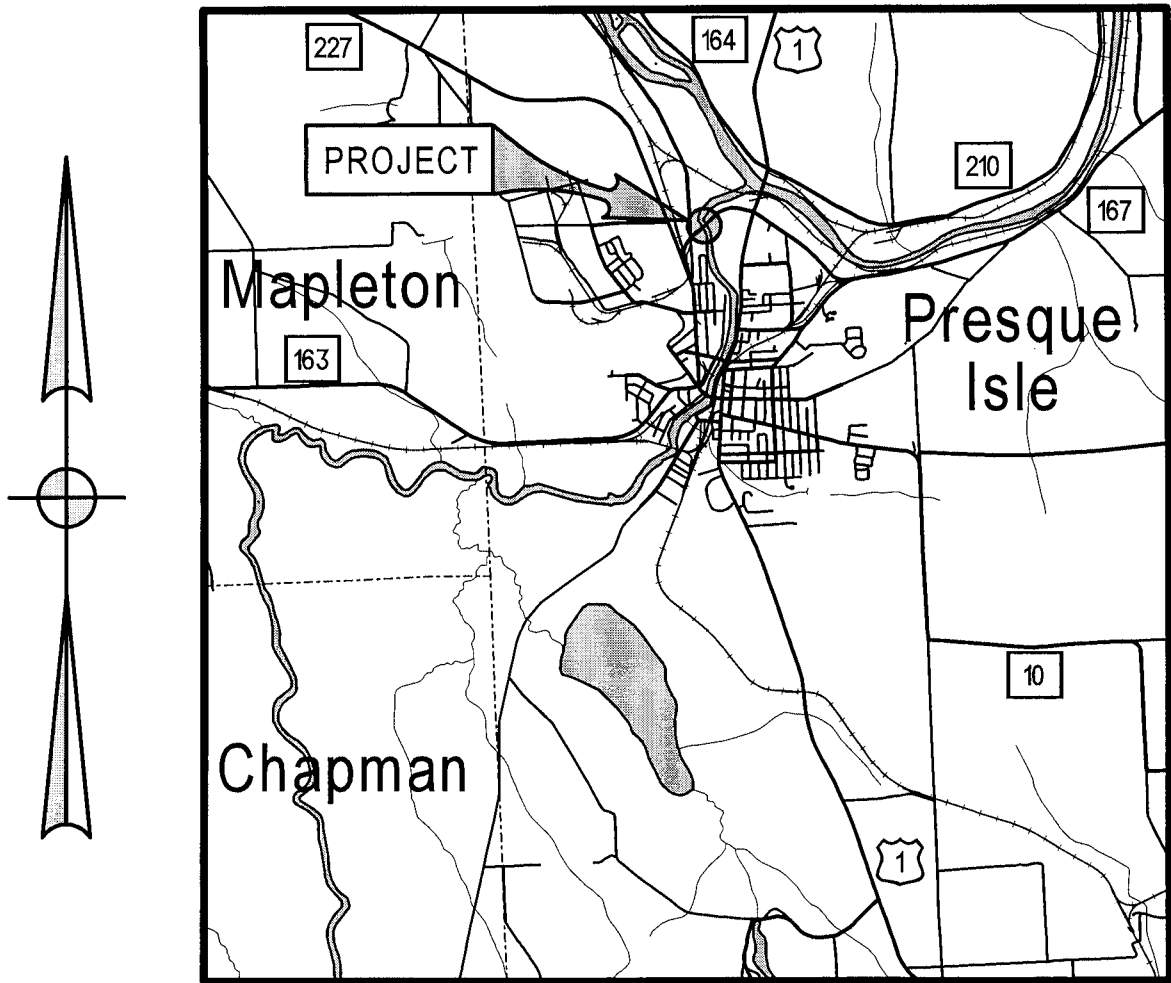
# STATE OF MAINE DEPARTMENT OF TRANSPORTATION



## PRESQUE ISLE AROOSTOOK COUNTY PRESQUE ISLE STREAM BRIDGE OVER PRESQUE ISLE STREAM PROJECT # AC-BH-1103(400)X

PROJECT LENGTH 0.011 mile  
GRIND & OVERLAY APPROACHES  
BRIDGE NO. 1551

<i>Michael Wight</i> SIGNATURE		STATE OF MAINE DEPARTMENT OF TRANSPORTATION	
8089 P.E. NUMBER		APPROVED	DATE
4/16/04 DATE		<i>[Signature]</i> COMMISSIONER	4/16/04
		<i>[Signature]</i> CHIEF ENGINEER	04/16/04
STATE OF MAINE DEPARTMENT OF TRANSPORTATION	PRESQUE ISLE AROOSTOOK COUNTY		SHEET NUMBER
PIN 011034.00	TITLE SHEET		1
			OF 5



## LOCATION MAP



*Scale in Kilometers*

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

BYPASS ROAD PRESQUE ISLE  
AROOSTOOK COUNTY

SHEET NUMBER

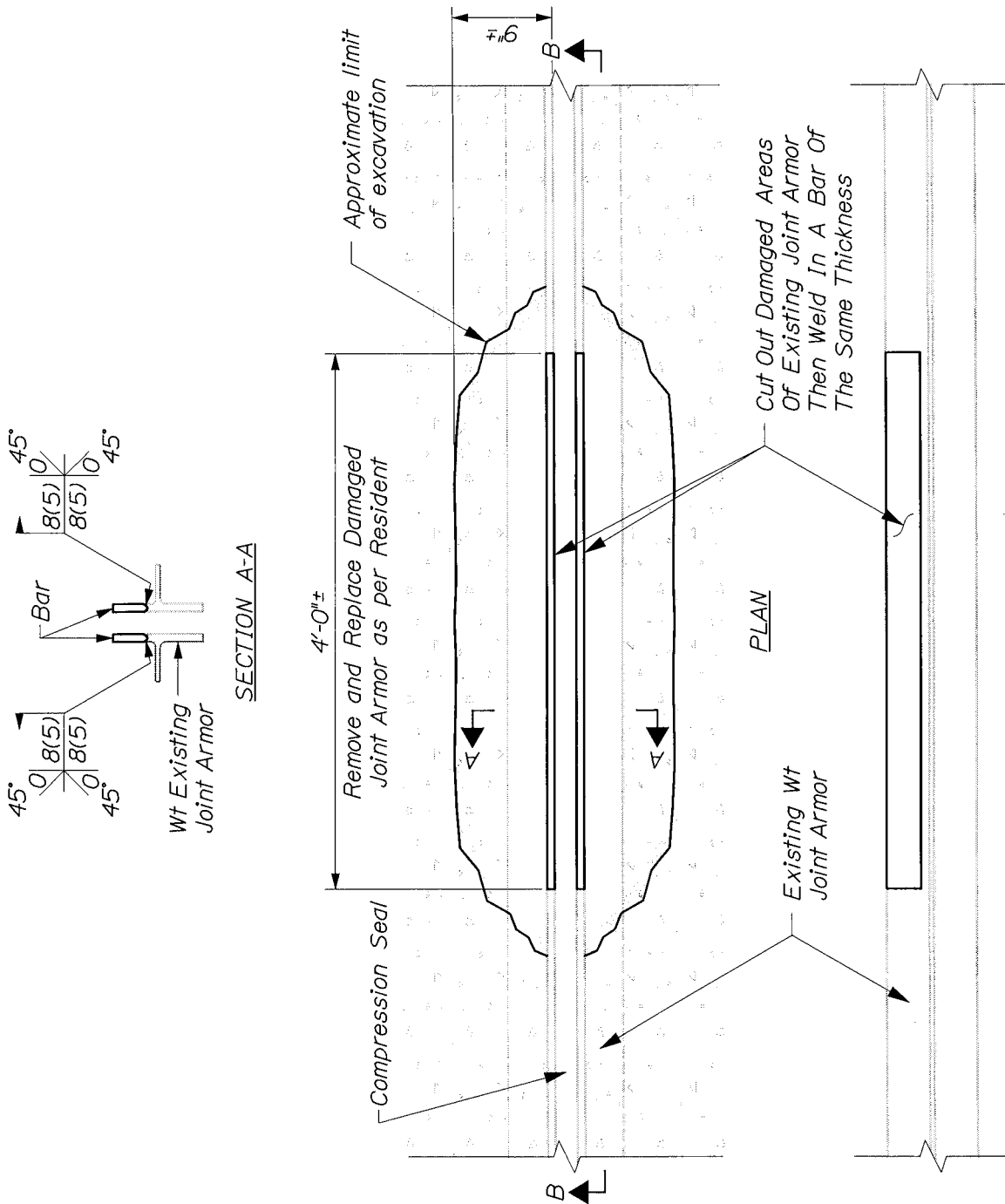
2

PRESQUE ISLE STREAM BRIDGE  
PIN 011034.00

LOCATION MAP

OF 5





**COMPRESSION SEAL JOINT ARMOR REPAIR**

(EAST END OF BRIDGE)

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

BYPASS ROAD PRESQUE ISLE  
AROOSTOOK COUNTY

PRESQUE ISLE STREAM BRIDGE  
PIN 011034.00

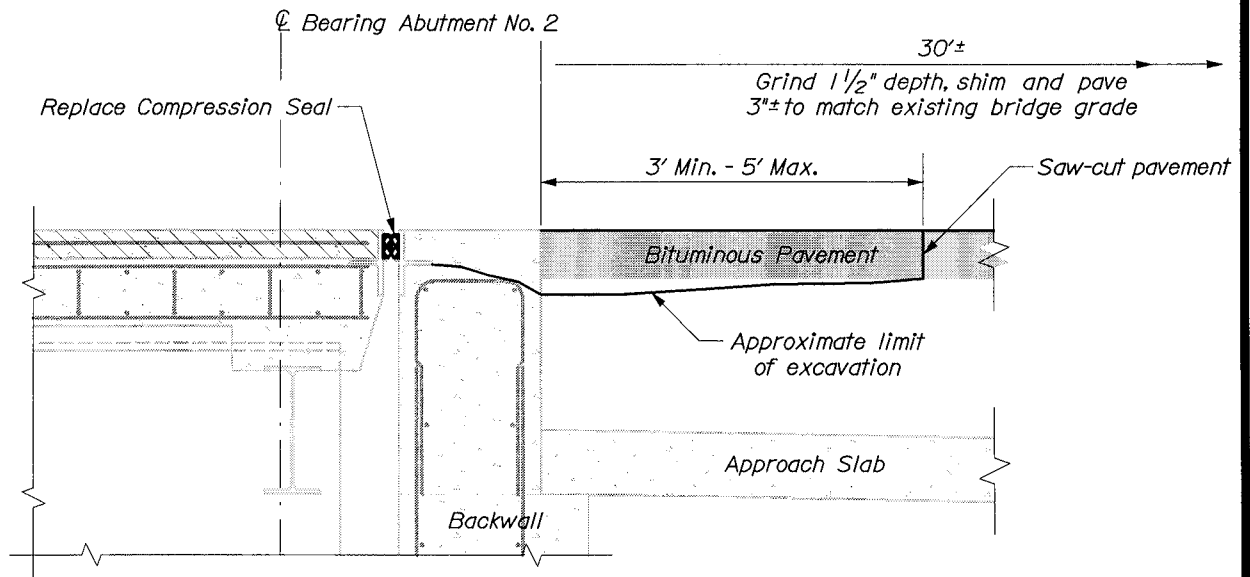
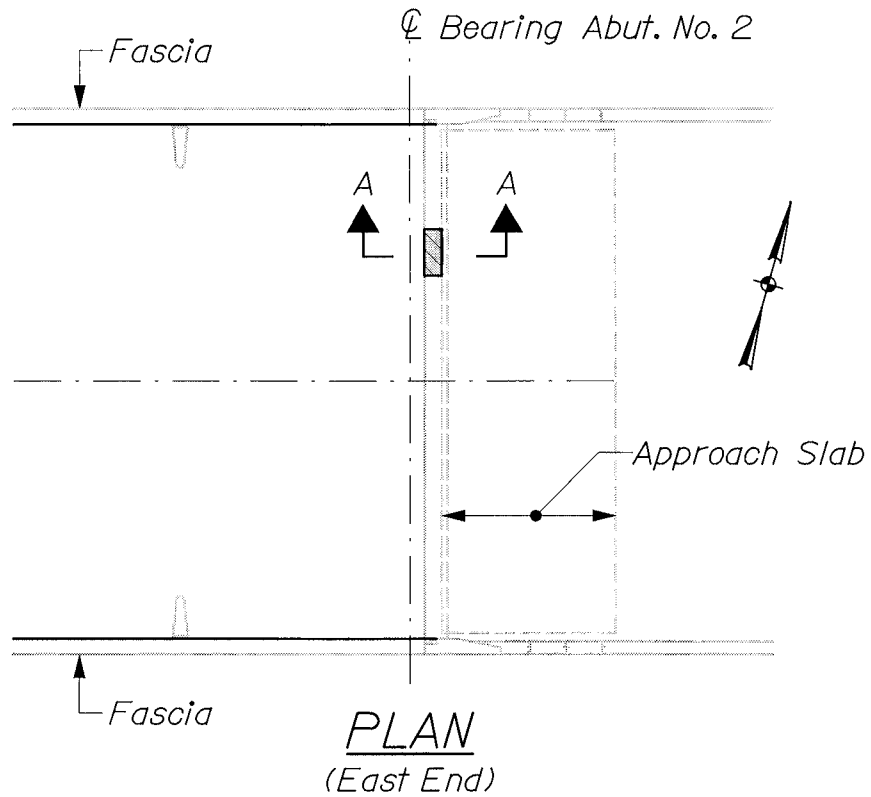
**JOINT ARMOR REPAIR**

SHEET NUMBER

**4**

OF 5





Note: Concrete repairs to the abutment backwalls shall be paid for under the appropriate section 518 concrete repair item(s).

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION

BYPASS ROAD PRESQUE ISLE  
AROOSTOOK COUNTY

SHEET NUMBER

5

PRESQUE ISLE STREAM BRIDGE  
PIN 011034.00

ABUTMENT BACKWALL REPAIR

OF 5

General Decision Number: ME030005 10/10/2003 ME5

Superseded General Decision Number: ME020005

State: Maine

Construction Types: Heavy

Counties: Aroostook, Hancock, Kennebec, Knox, Lincoln, Piscataquis, Sagadahoc, Somerset, Waldo and Washington Counties in Maine.

#### HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	10/10/2003

ENGI0004-013 04/01/2003

	Rates	Fringes
Power equipment operators:		
Cranes.....	\$ 16.51	6.00
Drillers.....	\$ 16.51	6.00
Mechanics.....	\$ 16.51	6.00
Oilers.....	\$ 16.51	6.00

-----  
\* IRON0496-002 09/16/2003

	Rates	Fringes
Ironworker, Structural.....	\$ 20.15	14.99

-----  
SUME2000-004 10/24/2000

	Rates	Fringes
Carpenters: (including Form Work).....	\$ 14.17	2.11
Electrician.....	\$ 13.67	1.39
Ironworker, Reinforcing.....	\$ 29.00	3.32
Laborers:		
Flaggers.....	\$ 6.00	
Pipelayers.....	\$ 10.79	.60
Unskilled.....	\$ 9.80	
Power equipment operators:		
Backhoes.....	\$ 11.89	1.15
Bulldozers.....	\$ 11.81	1.78
Excavator.....	\$ 13.40	3.78
Graders.....	\$ 12.10	1.40
Loaders.....	\$ 12.40	2.88
Pavers.....	\$ 7.50	
Piledrivers.....	\$ 17.25	

Rollers.....	\$ 10.18	1.46
Truck drivers:		
Dump.....	\$ 9.17	.76

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

-----

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

☐

**SPECIAL PROVISION**  
(Consolidated Special Provisions)

**SPECIAL PROVISION SECTION 101**  
**CONTRACT INTERPRETATION**

**101.2 Definitions - Closeout Documentation**

Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

**SPECIAL PROVISION SECTION 102**  
**DELIVERY OF BIDS**  
(Location and Time)

**102.7.1 Location and Time** Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

**SPECIAL PROVISION SECTION 103**  
**AWARD AND CONTRACTING**

**103.3.1 Notice and Information Gathering**

Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

**SPECIAL PROVISION SECTION 105**  
**GENERAL SCOPE OF WORK**

Delete the entire Section 105.6 and replace with the following:

**105.6.1 Department Provided Services** The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control

is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality

control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

### SPECIAL PROVISION SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

### SPECIAL PROVISION SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

### SPECIAL PROVISION SECTION 108 PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

## SPECIAL PROVISION SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: “There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s).”

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: “Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department”

109.4.4 Investigation / Adjustment In the third sentence, delete the words “subsections (A) - (E)”

109.7.2 Basis of Payment Replace with the following: “Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3- Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment.”

109.7.3 Compensable Items Replace with the following: “The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor’s Actual Costs.
5. Costs for extended job-site overhead.
6. Time.
7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F).”



#### 109.7.5 Force Account Work

##### C. Equipment

Paragraph 2, delete sentence 1 which starts; “Equipment leased....”

Paragraph 6, change sentence 2 from “The Contractor may furnish...” to read “If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Add the following paragraph; “Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs.”

Add the following section;

“F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead.”

#### SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change “...certified as a Plant Technician or Paving Inspector...” to “...certified as a Quality Assurance Technologist...”

401.201 Method A Under a. Lot Size, add the following; “Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD.”

#### SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: “Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box.”

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

## SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may .....”

## SPECIAL PROVISION SECTION 504 REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: “...ASTM A 898/A 898 M...” to “...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and...”

## SPECIAL PROVISION SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change “Steel Strand for Concrete Reinforcement” to “Steel Strand.” Add the following to the beginning of the third paragraph; “Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate....”

535.26 Lateral Post-Tensioning Replace the first paragraph; “A final tension...” with “Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force.”

SPECIAL PROVISION SECTION 604  
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SPECIAL PROVISION SECTION 615  
LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	“5% - 10%”, as determined by Ignition Test

SPECIAL PROVISION SECTION 618  
SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed .....” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SPECIAL PROVISION SECTION 620  
GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SPECIAL PROVISION SECTION 626  
HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SPECIAL PROVISION SECTION 637  
DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

SPECIAL PROVISION SECTION 639  
ENGINEERING FACILITIES

639.04 Field Offices Change the forth to last paragraph from: “The Contractor shall provide a fully functional desktop copier...” to “....desktop copier/scanner...”

**SPECIAL PROVISION SECTION 652**  
**MAINTENANCE OF TRAFFIC**

652.8.2 Other Items Replace the last paragraph with the following: “There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.”

**SPECIAL PROVISION SECTION 656**  
**TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL**

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor’s own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

**SPECIAL PROVISION SECTION 703**  
**AGGREGATES**

703.06 Aggregate for Base and Subbase Delete the first paragraph: “The material shall have...” and replace with “The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.”

703.07 Aggregates for HMA Pavements Delete the forth paragraph: “The composite blend shall have...” and replace with “The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO TP 58. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used.”

703.22 Underdrain Backfill Material Change the first paragraph from "...for Underdrain Type B..." to "...for Underdrain Type B and C..."

## SPECIAL PROVISION SECTION 709 REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.03 Steel Strand Change the second paragraph from "...shall be 12mm [ $\frac{1}{2}$  inch] AASHTO M203M/M203 (ASTM A416/A416M)..." to "...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)..."

## SPECIAL PROVISION SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

"712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

(a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of

the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [ $\frac{1}{2}$  in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.



712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [ $\frac{1}{2}$  in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [ $\frac{3}{4}$  in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SPECIAL PROVISION SECTION 717  
ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

**SPECIAL PROVISIONS**  
**SECTION 104**  
**Utilities**

**MEETING**

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is required.

**GENERAL INFORMATION**

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction.

**Overview:**

Utility/Railroad	Aerial	Railroad	Underground
Maine Public Service	X		
Verizon	X		
Time Warner Cable	X		
Town of Fort Fairfield		X	
Fort Fairfield Utilities			Installation of new waterline

**Maine Public Service** contact is Dennis Drew at 760-2550 [ddrew@mainepublicservice.com](mailto:ddrew@mainepublicservice.com)

**Verizon** contact is Phil Morrill at 764-7413 [phillip.morrill@verizon.com](mailto:phillip.morrill@verizon.com)

**Time Warner Cable** contact is Tom Wilson 764-1213 [tom.wilson@twcmaine.com](mailto:tom.wilson@twcmaine.com)

**Town of Fort Fairfield** contact is George Watson 472-3804 [geowatson@fortfairfield.org](mailto:geowatson@fortfairfield.org)

**Fort Fairfield Utilities** contact is Rodney Deschaine 472-1391 [rdeschaine@fortfairfield.org](mailto:rdeschaine@fortfairfield.org)

***Utility Specific Issues:***

**\*\* Special Note to Contractor\*\***

*Fort Fairfield is installing a new waterline in this area. The contractor will coordinate with the Fort Fairfield Utilities at the preconstruction meeting to maintain traffic flow.*

Temporary utility adjustments are not anticipated.

All utility crossings over highways will provide not less than 20 feet vertical clearance over existing ground in cut or over finished grade in fill, during construction of this project.

Unless otherwise specified, any underground utility facilities shown in the project documents represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data.

Utilities have been notified and will be furnished a project specification book. If utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

**DIG SAFE**

The contractor will be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title & 3360-A, Maine Dig Safe System. Call 1- 888- 344-7233

**SAFE PRACTICES AROUND UTILITY FACILITIES**

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 - 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line; the Contractor shall notify the aerial utilities as per Section 757 of the above act.

**THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.**

## **SPECIAL PROVISIONS**

### **SECTION 104**

#### **Utilities**

#### **MEETING**

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required.

#### **GENERAL INFORMATION**

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction.

##### **Overview:**

<b>Utility/Railroad</b>	<b>Aerial</b>	<b>Underground</b>	<b>Railroad</b>
Time Warner Cable		X	
Verizon		X	
Public Works Director		X	
Presque Isle Fire Department			

Time Warner Cable contact person is Tom Wilson at 764-1213 [tom.wilson@twcmaine.com](mailto:tom.wilson@twcmaine.com)

Verizon contact person is Phil Morrill at 764-7413 [phillip.morrill@verizon.com](mailto:phillip.morrill@verizon.com)

Public Works Director contact person is Gerry James at 764-2560 [pipw@ainop.com](mailto:pipw@ainop.com)

Presque Isle Fire Dept contact person is Jim Krysiak at 764-2538 [pichief@maine.rr.com](mailto:pichief@maine.rr.com)

#### **Temporary utility adjustments are not anticipated.**

Unless otherwise specified, any underground utility facilities shown in the project documents represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data.

Utilities have been notified and will be furnished a project specification book. If utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

#### **DIG SAFE**

The contractor will be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title & 3360-A, Maine Dig Safe System. Call 1- 888- 344-7233.

#### **SAFE PRACTICES AROUND UTILITY FACILITIES**

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 - 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line; the Contractor shall notify the aerial utilities as per Section 757 of the above act.

**THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.**

## SPECIAL PROVISIONS

### SECTION 104

#### Utilities

#### MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is required.

#### GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction.

#### Overview:

Utility/Railroad	Aerial	Underground	Railroad	Alternate Route
Montreal, Maine & Atlantic Railway			X	
Verizon		X		
Public Works Director		X		
Presque Isle Fire Department				X
Maine Public Service	X			

Verizon contact person is Phil Morrill at 764-7413

[phillip.morrill@verizon.com](mailto:phillip.morrill@verizon.com)

Public Works Director contact person is Gerry James at 764-2560

[pipw@ainop.com](mailto:pipw@ainop.com)

Presque Isle Fire Dept contact person is Jim Krysiak at 764-2538

[pichief@maine.rr.com](mailto:pichief@maine.rr.com)

Maine Public Service contact is Dennis Drew 760-2550

[ddrew@mainepublicservice.com](mailto:ddrew@mainepublicservice.com)

\*\*\*\*\*

Montreal, Maine & Atlantic Railway

**\*\*Emergency Number: Dispatcher 1-800-432-1606\*\***

Roadmaster (Maintenance of tracks in this area) contact is Mike Ouellette 631-4344

[mpouellette@mmarail.com](mailto:mpouellette@mmarail.com)

Director of MMA contact is Tom Tardiff 848-4246

[ttardif@mmarail.com](mailto:ttardif@mmarail.com)

\*\*\*\*\*

#### ***Utility Specific Issues:***

#### **\*\* Special Note to Contractor\*\***

*The contractor shall keep the railroad crossing at the intersection of State and Riverside clear of traffic. If for any reason the rail line is blocked or damaged, the contractor shall call the Dispatcher immediately. Montreal, Maine & Atlantic Railway has at least 2 trips per day at this crossing, depending on switching needs.*

#### **Temporary utility adjustments are not anticipated.**

Unless otherwise specified, any underground utility facilities shown in the project documents represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data.

All utility crossings over highways will provide not less than 20 feet vertical clearance over existing ground in cut or over finished grade in fill, during construction of this project.

Utilities have been notified and will be furnished a project specification book. If utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

### **DIG SAFE**

The contractor will be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title & 3360-A, Maine Dig Safe System. Call 1- 888- 344-7233.

### **SAFE PRACTICES AROUND UTILITY FACILITIES**

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 - 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line; the Contractor shall notify the aerial utilities as per Section 757 of the above act.

**THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.**

## **SPECIAL PROVISIONS**

### **SECTION 104**

#### **Utilities**

#### **MEETING**

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required.

#### **GENERAL INFORMATION**

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction.

##### **Overview:**

<b>Utility/Railroad</b>	<b>Aerial</b>	<b>Underground</b>	<b>Alternate Route</b>
Time Warner Cable		X	
Presque Isle Fire Department			X

Time Warner Cable contact person is Tom Wilson at 764-1213 [tom.wilson@twcmaine.com](mailto:tom.wilson@twcmaine.com)

Presque Isle Fire Dept contact person is Jim Krysiak at 764-2538 [pichief@maine.rr.com](mailto:pichief@maine.rr.com)

#### **Temporary utility adjustments are not anticipated.**

Unless otherwise specified, any underground utility facilities shown in the project documents represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data.

Utilities have been notified and will be furnished a project specification book. If utility relocations, though unexpected, become necessary, they will be scheduled in compliance with Section 104 of the Standard Specifications and will be done by the utilities in conjunction with the work by the Contractor.

#### **DIG SAFE**

The contractor will be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title & 3360-A, Maine Dig Safe System. Call 1- 888- 344-7233.

#### **SAFE PRACTICES AROUND UTILITY FACILITIES**

The Contractor shall be responsible for complying with M.R.S.A. Title 35-A, Chapter 7-A Sections 751 - 761 Overhead High-Voltage Line Safety Act. Prior to commencing any work that may come within ten (10) feet of any aerial electrical line; the Contractor shall notify the aerial utilities as per Section 757 of the above act.

**THE CONTRACTOR SHALL PLAN AND CONDUCT HIS WORK ACCORDINGLY.**



SPECIAL PROVISION  
SECTION 105  
LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC  
(NPDES)

105.8.2 Permit Requirements This Section is revised by the addition of the following paragraph:

”The Contractor is advised that the Environmental Protection Agency has issued a final National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges from construction sites disturbing more than 2 ha [5 acres]. This permit requires:

- Storm Water Pollution Prevention Plan
- Submission of a Notification of Intent (NOI) at least 48 hours before construction commences
- Submission of a Notification of Termination (NOT) when a site has been finally stabilized and all storm water discharges from construction activities are eliminated.

If the project’s land disturbances is 2 ha [5 acres] or more, the Department will prepare the plan and submit the NOI (and NOT). The Contractor shall prepare plans and submit NOI’s (and NOT’s) for regulated construction activities beyond the project limits (e.g., borrow pits).

The Contractor shall be familiar with and comply with these regulations.”

Fort Fairfield, McShea Crossing Bridge, PIN 011029.00  
Presque Isle, Flagg Memorial Bridge, PIN 011032.00  
Presque Isle, State Street Bridge, PIN 011033.00  
Presque Isle, Presque Isle Stream Bridge, PIN 011034.00  
March 10, 2004

**SPECIAL PROVISION**  
**SECTION 107**  
**PROSECUTION OF WORK**  
**(Limitation of Operations)**

All traffic lanes shall be open to traffic from July 15, 2004 to July 18, 2004 on the Fort Fairfield, McShea Crossing Bridge, PIN 011029.00.

All traffic lanes shall be open to traffic from July 30, 2004 to August 7, 2004 on Presque Isle, State Street Bridge PIN 011033.00 and Presque Isle, Presque Isle Stream Bridge, PIN 011034.00.

All traffic lanes shall be open to traffic on the Presque Isle, Flagg Memorial Bridge PIN 011032.00 and the Fort Fairfield, McShea Crossing Bridge, PIN 011029.00 during any Phish concerts held in Aroostook County during the summer of 2004.

Fort Fairfield, McShea Crossing Bridge, PIN 011029.00  
Presque Isle, Flagg Memorial Bridge, PIN 011032.00  
Presque Isle, State Street Bridge, PIN 011033.00  
Presque Isle, Presque Isle Stream Bridge, PIN 011034.00  
March 10, 2004

**SPECIAL PROVISION**  
**SECTION 107**  
**CONTRACT TIME**

The specified completion date is October 1, 2004.

SPECIAL PROVISION  
SECTION 107  
SCHEDULING OF WORK

Replace Section 107.4.2 with the following:

”107.4.2 Schedule of Work Required Within 21 Days of Contract Execution and before beginning any on-site activities, the Contractor shall provide the Department with its Schedule of Work. The Contractor shall plan the Work, including the activity of Subcontractors, vendors, and suppliers, such that all Work will be performed in Substantial Conformity with its Schedule of Work. The Schedule must include sufficient time for the Department to perform its functions as indicated in this Contract, including QA inspection and testing, approval of the Contractor's TCP, SEWPCP and QCP, and review of Working Drawings.

At a minimum, the Schedule of Work shall include a bar chart which shows the major Work activities, milestones, durations, and a timeline. Milestones to be included in the schedule include: (A) start of Work, (B) beginning and ending of planned Work suspensions, (C) Completion of Physical Work, and (D) Completion. If the Contractor Plans to Complete the Work before the specified Completion date, the Schedule shall so indicate.

Any restrictions that affect the Schedule of Work such as paving restrictions or In-Stream Work windows must be charted with the related activities to demonstrate that the Schedule of Work complies with the Contract.

The Department will review the Schedule of Work and provide comments to the Contractor within 20 days of receipt of the schedule. The Contractor will make the requested changes to the schedule and issue the finalized version to the Department.”

SPECIAL PROVISION  
SECTION 401  
HOT MIX ASPHALT PAVEMENT  
(with Polymer Additive)

The following subsections of Standard Specification 401 – Hot Mix Asphalt Pavements have been deleted in its entirety and replaced by the following:

401.01 Description. The Contractor shall furnish and place one or more courses of Hot Mix Asphalt Pavement with Polymerized additive surface, or base in accordance with the contract documents and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Resident. The Department will accept this work under Quality Assurance provisions, in accordance with these specifications and the requirements of Section 106 - Quality.

401.02 Materials Materials shall meet the requirements specified in Section 700 - Materials:

Asphalt Cement	702.01
Aggregates for HMA Pavement	703.07
HMA Mixture Composition	703.09
Mineral Filler	703.15

Rosphalt 50 concentrated thermoplastic virgin polymeric material shall be as manufactured by Royston Laboratories, Inc., 128 First Street, Pittsburgh, PA 15258, telephone (412) 828-1500, or approved equal. Certification shall be furnished in accordance with subsection 106.04.

Polymer Modifier Additive 401.021 The polymer modifier additive shall be a polymer modifier packaged in 10.1kg (22.5 pound) units in meltable polyethylene bags, with a minimum of 45 pounds of polymer modifier. The meltable bags can be tossed into the pug mill without opening, and will melt to disperse the additive through the normal mixing action of the pug mill. The final blend will be in accordance with the polymer modifier manufacturer requirements and approved by the Engineer. The modifier shall be a concentrated thermoplastic virgin polymeric material that is waterproof, has a melting point of 250 degrees Fahrenheit and an embrittlement point of -34 degrees Fahrenheit.

401.03 Composition of Mixtures The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB), mineral filler if required and virgin polymeric concentrate. The final job mix design will be according to the polymer modifier manufacturer's requirements and approved by the Department. HMA shall be designed and tested according to AASHTO T312 and the volumetric criteria in Table 1. The Contractor shall size, uniformly grade, and combine the aggregate fractions in proportions that provide a mixture meeting the grading requirements of the Job Mix Formula (JMF). The Contractor may use a maximum of 15% reclaimed asphalt pavement (RAP) in any base, binder, surface, or shim course. The Contractor may be allowed to use more than 15% RAP, up to a maximum of 25% RAP, in a base, binder, or shim course provided that PG 58-34 asphalt binder is used in the mixture.

The Contractor shall submit for Department approval a JMF to the Central Laboratory in Bangor for each mixture to be supplied. The Department may approve 1 active design per nominal maximum size, per traffic level, per plant, plus a 9.5mm “fine” mix @ 50 gyrations for shimming. The Department shall then have 15 calendar days in which to process a new design before approval. The JMF shall establish a single percentage of aggregate passing each required sieve size within the limits shown in Table 1. The general composition limits given in Table 1 indicate the control points of mixtures permissible under this specification. The JMF shall state the source, gradation, and percentage to be used of each portion of the aggregate and mineral filler if required. It shall also state the proposed PGAB content, the name and location of the refiner, the supplier, the source of PGAB submitted for approval, the type of PGAB modification if applicable, and the location of the terminal if applicable.

In addition, the Contractor shall provide the following information with the proposed JMF:

- Properly completed JMF indicating all mix properties (Gmm, VMA, VFB, etc.)
- Stockpile Gradation Summary
- Design Aggregate Structure Consensus Property Summary
- Design Aggregate Structure Trial Blend Gradation Plots (0.45 power chart)
- Trial Blend Test Results for at least three different asphalt contents
- Specific Gravity and temperature/viscosity charts for the PGAB to be used
- Recommended mixing and compaction temperatures from the PGAB supplier
- Material Safety Data Sheets (MSDS) For PGAB
- Asphalt Content vs. Air Voids trial blend curve
- Test report for Contractor’s Verification sample

At the time of JMF submittal, the Contractor shall identify and make available the stockpiles of all proposed aggregates at the plant site. There must be a minimum of 150 Mg [165 ton] for stone stockpiles, 75 Mg [80 ton] for sand stockpiles, and 50 Mg [55 ton] of blend sand before the Department will sample. The Department shall obtain samples for laboratory testing. The Contractor shall also make available to the Department the PGAB proposed for use in the mix in sufficient quantity to test the properties of the asphalt and to produce samples for testing of the mixture. Before the start of paving, the Contractor and the Department shall split a production sample for evaluation. The Contractor shall test its split of the sample and determine if the results meet the requirements of the Department’s written policy for mix design verification (Available at the Central Laboratory in Bangor). If the results are found to be acceptable, the Contractor will forward their results to the Department’s Lab, which will test the Department’s split of the sample. The results of the two split samples will be compared and shared between the Department and the Contractor. If the Department finds the mixture acceptable, an approved JMF will be forwarded to the Contractor and paving may commence. The first day’s production shall be monitored, and the approval may be withdrawn if the mixture exhibits undesirable characteristics such as checking, shoving or displacement. The Contractor shall be allowed to submit aim changes within 24 hours of receipt of the first Acceptance test result. Adjustments will be allowed of up to 2% on the percent passing the 2.36 mm [No. 8] sieve through the 0.075 mm [No. 200] and 3% on the percent passing the 4.75 mm [No. 4] or larger sieves. Adjustments will be allowed on the %PGAB of up to 0.2%. Adjustments will be allowed on GMM of up to 0.010. Pay factors on in-place material shall be based on the original

JMF. The revised JMF shall be used for all subsequent mix. Prior to production of the Hot Mix Asphalt Pavement with Polymerized Additive, the construction of a test strip will be required.

401.031 Test Strip A test strip shall be constructed prior to the placement of polymerized pavement on the bridge decks. The test strip will be constructed offsite, or onsite, to help establish the proper production, placement, and compaction procedures for this contract prior to full plant production.

If the test strip is to be constructed off site, the test strip shall consist of a 20 ton minimum quantity. The Contractor shall notify the Department within 48 hours prior to their intent to construct the strip. The Contractor shall provide the Department with two mix samples from the test strip produced material for mix verification. The samples shall be tested for volumetric conformance to the contract requirements before further production. A minimum of three cores will be sampled from the test strip, and the average density of the three is required to be above the LSL of 92.5%. If the average density of the three cores is less than the LSL of 92.5%, the test strip will be rejected and a new test strip will be required before further production. There will be no separate payment for material placed in a offsite test strip, but shall be considered incidental to the 403.324 Modified Bituminous Concrete Surface Course , 9.5 mm item.

If the test strip is to be constructed onsite, the test strip shall consist of the quantity required to construct the approach surface course on the Flagg Memorial Bridge; as determined by the Resident. The Contractor shall notify the Department within 48 hours prior to their intent to construct the strip. The Department shall take three mix samples from the test strip produced material for mix verification. The samples shall be tested for volumetric conformance to the contract requirements before further production. A minimum of three cores will be sampled from the test strip, and the average density of the three is required to be above the LSL of 92.5%. If the average density of the three cores is less than the LSL of 92.5%, the strip will be rejected, removed in it's entirety, and a new test strip required before further production. If the test strip is constructed onsite, payment for the strip will be made under the 403.210 - 9.5mm HMA item.

Mix production will not resume unless the Department is confident material meeting the contract requirements can be produced.

401.04 Temperature Requirements After the JMF is established, the temperatures of the mixture shall conform to the following tolerances:

In the truck at the mixing plant - manufactures recommended mix temp.      $\pm 10^{\circ}\text{C}$  [ $20^{\circ}\text{F}$ ]

At the Paver – manufactures recommended compaction temp.                      $\pm 10^{\circ}\text{C}$  [ $20^{\circ}\text{F}$ ]

The JMF and the mix subsequently produced shall meet the requirements of Tables 1 and Section 703.07. Under no circumstances will the Department accept HMA (unless the binder has been modified) that has been heated to temperatures exceeding the manufactures recommendations. The polymer modifier manufacturer will have a full time inspector in the

plant for the normal time it takes to produce and place the modified asphalt material, at no additional cost to the Department.

401.05 Performance Graded Asphalt Binder Unless otherwise noted in Special Provision 403 - Hot Bituminous Pavement, PGAB shall be 64-28, except that for mixtures containing greater than 15% RAP the PGAB shall be PG 58-34. The PGAB shall meet the applicable requirements of AASHTO M320 - Standard Specification for PGAB. The Contractor shall provide the Department with an approved copy of the Quality Control Plan for PGAB in accordance with AASHTO R 26-01 Certifying Suppliers of PGAB.

401.08 Hauling Equipment Trucks for hauling Hot Mix Asphalt Pavement shall have tight, clean, and smooth metal dump bodies, which have been thinly coated with a small amount of lime solution or an approved soap solution or detergent to prevent the mixture from adhering to the bodies.

All truck dump bodies shall have a cover of canvas or other water repellent material capable of heat retention, which completely covers the mixture. The cover shall be securely fastened on the loaded truck except when unloading.

All truck bodies shall have an opening on both sides, which will accommodate a thermometer stem. The opening shall be located near the midpoint of the body, at least 300 mm [12 in] above the bed.

401.10 Rollers Rollers shall be static steel, or approved vibrator type. Rollers shall be in good mechanical condition, capable of starting and stopping smoothly, and be free from backlash when reversing direction. Rollers shall be equipped and operated in such a way as to prevent the picking up of hot mixed material by the roller surface. The use of rollers, which result in crushing of the aggregate, or in displacement of the HMA will not be permitted. Any Hot Mix Asphalt Pavement that becomes loose, broken, contaminated, shows an excess or deficiency of Performance Graded Asphalt Binder, or is in any other way defective shall be removed and replaced at no additional cost with fresh Hot Mix Asphalt Pavement, which shall be immediately compacted to conform to the adjacent area.

Full compaction is required and shall be achieved by utilizing steel double drum drive rollers used in the static mode. One roller will be required for break down, and one for finish rolling. A third roller, the same as the two being utilized to do the work, will be on the job to cover any breakdowns. The rollers' water system must be in reliable working order, and apply even water coverage to the asphalt mat. Rosphalt 50 modified pavement temperatures are higher than conventional mixes and require more water to keep the material from sticking to the steel rolls. Pneumatic rollers are not required on the Rosphalt 50 mat.

The contractor may use other compaction means in areas where the specified roller train can't access. The use of an asphalt vibratory whacker may be allowed as long as it is in good working order and the watering system works reliably. Breakdown rolling will be done immediately behind the spreading operation. The finish roller will follow breakdown and used to remove imperfections in the mat. The rolling pattern will be straight with the paving



direction, with minimal turning. The Royston representative will work with the Contractor to control the rolling pattern and the frequency of passes in required. Any changes to the paving and rolling procedures must be approved by the Resident and included in a modified QCP.

If methods of compaction other than the conventional the rolling train is used, additional efforts will be made by the Contractor to compact the areas not accessible by rollers before the material cools below breakdown compaction temperatures. Areas found to be deficient due to lack of observed compactive effort, or tested to be below the minimum density requirement, will be corrected in accordance with this Special Provision's Section, 401.20 – Acceptance: Correction of Deficiencies.

A representative of the polymer modifier manufacturer shall be present at all times during the placement of the modified asphalt material and compaction operations, at no additional cost to the Department.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided specification densities are attained and with the following requirements:

- a. Vibratory rollers shall not be operated in the vibratory mode when checking or cracking of the mat occurs, or on bridge decks.
- b. Any method, which results in cracking or checking of the mat, will be discontinued and corrective action taken.

The maximum operating speed for a steel wheel roller shall not exceed the manufacturer's recommendations, a copy of which shall be available if requested.

401.101 Surface Tolerances The Department will check surface tolerance with a 4.9 m [16 ft] straightedge or string line placed parallel to the centerline of pavement and with a 3 m [10 ft] straightedge or string line placed transverse to the centerline of pavement. The Contractor shall correct variations exceeding 6 mm [ $\frac{1}{4}$  in] by removing defective work and replacing it with new material as directed by the Department. The Contractor shall furnish a 3 m [10 ft] straightedge for the Departments use.

401.11 Preparation of Existing Surface (Deck Preparation) Following any required deck patching and prior to placement of the Polymer Modified Asphalt, the concrete deck shall be prepared as follows:

The work under this Item shall consist of cleaning the surface of the concrete deck to remove any milled material or debris which would reduce or prevent bonding, furnishing and applying Edge Sealer, Tack Coat, furnishing and placing on the cleaned and tack coated bridge deck, an impermeable hot-mix waterproofing asphalt course to the lines, grades, width and depth as indicated on the plans, and saw cutting and filling any construction joints with rubberized joint sealer, all in accordance with the specifications and as directed by the Engineer.

The deck must be clean and free of any loose debris and moisture. A 100-150 mm (4-6 inch) application of Polymer Modifier Manufacturer Edge Sealer, at a rate specified by the

manufacturer, shall be used to seal all edges of the planned day's placement of the Asphalt Waterproofing Course. Particular attention shall be given to vertical edges of headers, drains, scuppers, expansion joints or wherever compaction may be difficult to achieve. Where vertical edges exist, apply Edge Sealer 100-150 mm (4-6 inch) out from curb scuppers, joints, etc., on the horizontal and up to the top of the proposed finished surface grade. When practical, this should be done the day before or as early as possible to maximize drying time.

Polymer Modifier Manufacturer Tack Coat shall be applied to the existing horizontal concrete bridge deck surfaces in a uniform coating at the rate specified by the polymer modifier manufacturer. The polymer modifier manufacturer will oversee the Tack Coat application.

Butt joints made during paving operations that have cooled below 150° F must have Edge Sealer applied to the butt surface before the joining asphalt lift. The polymer modifier manufacturer will oversee the applications of Edge Sealer, wherever it is used. Construction joints shall be saw cut to a 12.7 mm (½ inch) width and filled to within 3 mm (1/8 inch) of the surface with the rubberized asphalt joint sealer previously specified. Extreme care shall be taken so as not to overfill these sawed joints since excess joint sealer material will cause ripples in the surface course necessitating corrective work by the Contractor.

Edge Sealer shall be applied to all terminations of the paved asphalt, including curb lines and deck joints, as soon as possible after the pavement has cooled.

The Contractor shall thoroughly clean the surface upon which Hot Mix Asphalt Pavement is to be placed of all objectionable material

401.12 Hot Mix Asphalt Documentation The Contractor and the Department shall agree on the amount of Hot Mix Asphalt Pavement that has been placed each day.

401.13 Preparation of Aggregates The Contractor shall dry and heat the aggregates for the HMA to the required temperature. The Contractor shall properly adjust flames to avoid physical damage to the aggregate and to avoid depositing soot on the aggregate.

401.14 Mixing The Contractor shall combine the dried aggregate in the mixer in the amount of each fraction of aggregate required to meet the JMF. The Contractor shall measure the amount of PGAB and introduce it into the mixer in the amount specified by the JMF.

The Contractor shall produce the HMA at the temperature established by the JMF.

The Contractor shall dry the aggregate sufficiently so that the HMA will not flush, foam excessively, or displace excessively under the action of the rollers. The Contractor shall introduce the aggregate into the mixer at a temperature of not more than 14°C [25°F] above the temperature at which the viscosity of the PGAB being used is 0.150 Pa·s [0.1008 Lbm/sec·ft].

The Contractor shall store and introduce into the mixer the Performance Graded Asphalt Binder at a uniformly maintained temperature at which the viscosity of the PGAB is between 0.150 Pa·s [0.1008 Lbm/sec·ft] and 0.300 Pa·s [0.2016 Lbm/sec·ft]. The aggregate shall be

coated completely and uniformly with a thorough distribution of the PGAB. The Contractor shall determine the wet mixing time for each plant and for each type of aggregate used.

401.15 Spreading and Finishing On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the Contractor shall spread, rake, and lute the HMA with hand tools to provide the required compacted thickness.

On roads opened to two-way traffic, the Contractor shall place each course over the full width of the traveled way section being paved that day, unless otherwise noted by the Department in Section 403 - Hot Bituminous Pavement.

All pavements shall be placed on surfaces that have been tack coated, if required, and allowed to cure for a minimum period of 40 minutes. A Polymer Modifier Manufacturer tack coat shall be applied to the existing concrete deck, and to the first layer of pavement in accordance with the manufacturer's recommendations if required. The film thickness of the tack coat shall be 0.04 to 0.15 gallons per square yard. The tack coat shall be allowed to break or dry prior to placement of the modified bituminous concrete. A tack coat is not required between the pavement layers if the base and surface layers of pavement are placed the same working day, or unless the base layer surface becomes contaminated with materials that would reduce bond between layers. The material shall be placed at a temperature between 375° F to 390°F.

401.16 Compaction Immediately after the Hot Mix Asphalt Pavement has been spread, struck off, and any surface irregularities adjusted, the Contractor shall thoroughly and uniformly compact the HMA by rolling.

The Contractor shall roll the surface when the mixture is in the proper condition and when the rolling does not cause undue displacement, cracking, or shoving. The Contractor shall prevent adhesion of the HMA to the rollers or vibrating compactors without the use of fuel oil or other petroleum based release agents.

The Contractor shall immediately correct any displacement occurring as a result of the reversing of the direction of a roller or from other causes to the satisfaction of the Department. Any operation that results in breakdown of the aggregate shall be discontinued. Any new pavement that shows obvious cracking, checking, or displacement shall be removed and replaced for the full lane width as directed by the Resident at no cost to the Department.

Along forms, curbs, headers, walls, and other places not accessible to the rollers, the Contractor shall thoroughly compact the HMA with mechanical vibrating compactors. The Contractor shall only use hand tamping in areas inaccessible to all other compaction equipment. On depressed areas, the Contractor may use a trench roller or cleated compression strips under a roller to transmit compression to the depressed area. If methods of compaction other than the conventional the rolling train is used, additional efforts will be made by the Contractor to compact the areas not accessible by rollers before the material cools below breakdown compaction temperatures. Areas found to be deficient due to lack of observed compactive effort, or tested to be below the minimum density requirement, will be corrected in accordance with this Special Provision's Section, 401.20 – Acceptance: Correction of Deficiencies.

Any HMA that becomes unacceptable due to cooling, cracking, checking, segregation or deformation as a result of an interruption in mix delivery shall be removed and replaced, with material that meets contract specifications at no cost to the Department.

401.17 Joints The Contractor shall construct wearing course transverse joints in such a manner that minimum tolerances shown in Section 401.101 - Surface Tolerances are met when measured with a straightedge.

The paver shall always maintain a uniform head of HMA during the joint construction. The HMA shall be free of segregation and meet temperature requirements. Transverse joints of the wearing course shall be straight and neatly trimmed. The Contractor may form a vertical face exposing the full depth of the course by inserting a header, by breaking the bond with the underlying course, or by cutting back with hand tools.

Longitudinal joints shall be constructed in a manner that will best ensure joint integrity. Methods or activities that prove detrimental to the construction of sound longitudinal joints will be discontinued.

The edges of the pavement shall be sealed by applying Royston 120-29 curb sealer on all vertical faces which will be in contact with the rubberized asphalt paving mix. The material shall be applied so the entire edge of the layer, and a few inches onto the deck surface, is coated.

A Polymer Modifier Manufacturer tack coat shall be applied to the existing concrete deck, and the first layer of pavement in accordance with the manufacturer's recommendations. The film thickness of the tack coat shall be 0.04 to 0.15 gallons per square yard. The tack coat shall be allowed to break or dry prior to placement of the modified bituminous concrete. A tack coat is not required between the pavement layers if the base and surface layers of pavement are placed the same working day, or unless the base layer surface becomes contaminated with materials that would reduce bond between layers.

The Contractor shall use an approved spray apparatus designed for covering a narrow surface. The Department may approve application by a brush for small surfaces, or in the event of a malfunction of the spray apparatus, but for a period of not more than one working day.

Where pavement under this contract joins an existing pavement or when the Department directs, the Contractor shall cut the existing pavement along a smooth line, producing a neat, even, vertical joint. The Department will not permit broken or raveled edges. The cost of all work necessary for the preparation of joints is incidental to related contract pay items.

401.18 Quality Control Method A & B The Contractor shall operate in accordance with the approved Quality Control Plan (QCP) to assure a product meeting the contract requirements. The QCP shall meet the requirements of Section 106.6 - Acceptance and this Section. The Contractor shall not begin paving operations until the Department approves the QCP in writing.

Prior to placing any mix, the Department and the Contractor shall hold a Pre-paving conference to discuss the paving schedule, source of mix, type and amount of equipment to be used, sequence of paving pattern, rate of mix supply, random sampling, project lots and sublots and traffic control. A copy of the QC random numbers to be used on the project shall be provided to The Resident. The Departments' random numbers for Acceptance testing shall be generated and on file with the Resident and the Project Manager. All field and plant supervisors including the responsible onsite paving supervisor shall attend this meeting.

The QCP shall address any items that affect the quality of the Hot Mix Asphalt Pavement including, but not limited to, the following:

- a. JMF(s)
- b. Hot mix asphalt plant details
- c. Stockpile Management (to include provisions for a minimum 2 day stockpile)
- d. Make and type of paver(s)
- e. Make and type of rollers including weight, weight per inch of steel wheels.
- f. Name of QCP Administrator, and certification number
- g. Name of Process Control Technician(s) and certification number(s)
- h. Name of Quality Control Technicians(s) and certification number(s)
- i. Mixing and additive blending procedure, and material transportation, including process for ensuring that truck bodies are clean and free of debris or contamination, and plan to ensure that all truck canvases are securely tied down for maximum heat retention.
- j. Testing Plan
- k. Laydown operations including longitudinal joint construction, procedures for avoiding paving in inclement weather, type of release agent to be used on trucks tools and rollers, compaction of shoulders, tacking of all joints, methods to ensure that segregation is minimized, procedures to determine the maximum rolling and paving speeds based on best engineering practices as well as past experience in achieving the best possible smoothness of the pavement, and method of material compaction in areas inaccessible to the standard rolling train.
- l. Examples of Quality Control forms including a daily plant report and a daily paving report
- m. Silo management and details (can show storage for use on project of up to 36 hours)
- n. Provisions for varying mix temperature due to extraordinary conditions
- o. Name and responsibilities of the Responsible onsite Paving Supervisor, and the name and responsibilities of the polymer modifier manufacturer representatives.
- p. Method for calibration/verification of Density Gauge
- q. A note that all testing will be done in accordance with AASHTO and MDOT/ACM procedures
- r. A note detailing conditions under which the percent of RAP will vary from that specified on the JMF.

The QCP shall include the following technicians together with these minimum requirements:

a. QCP Administrator - A qualified individual shall administer the QCP. The QCP Administrator must be a full-time employee of or a consultant engaged by the Contractor or paving subcontractor. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful operation of the QCP. The QCP Administrator (or its designee in the QCP Administrator's absence) shall be available to communicate with the Department at all times. The QCP Administrator shall be certified as a Plant Technician or Paving Inspector certified by the New England Transportation Technician Certification Program (NETTCP).

b. Process Control Technician(s) (PCT) shall utilize test results and other quality control practices to assure the quality of aggregates and other mix components and control proportioning to meet the JMF(s). The PCT shall inspect all equipment used in mixing to assure it is operating properly and that mixing conforms to the mix design(s) and other Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one PCT is required. The Plan shall include the criteria to be utilized by the PCT to correct or reject unsatisfactory materials. The PCT shall be certified as a Plant Technician by the NETTCP.

c. Quality Control Technician(s) (QCT) shall perform and utilize quality control tests at the job site to assure that delivered materials meet the requirements of the JMF(s). The QCT shall inspect all equipment utilized in transporting, laydown, and compacting to assure it is operating properly and that all laydown and compaction conform to the Contract requirements. The QCP shall detail how these duties and responsibilities are to be accomplished and documented, and whether more than one QCT is required. The QCP shall include the criteria utilized by the QCT to correct or reject unsatisfactory materials. The QCT shall be certified as a Paving Inspector by the NETTCP.

The QCP shall detail the coordination of the activities of the Plan Administrator, the PCT and the QCT. The Project Superintendent shall be named in the QCP, and the responsibilities for successful implementation of the QCP shall be outlined.

The Contractor shall sample, test, and evaluate Hot Mix Asphalt Pavement in accordance with the following minimum frequencies:

TABLE 2 : MINIMUM QUALITY CONTROL FREQUENCIES

Test or Action	Frequency	Test Method
Temperature of mix	6 per day at street and plant	-
Temperature of mat	4 per day	-
%TMD (Surface)	1 per 125 Mg [135 ton] (As noted in QC Plan)	ASTM D2950
%TMD (Base)	1 per 250 Mg [275 ton] (As noted in QC Plan)	AASHTO T269
Fines / Effective Binder	1 per 500 Mg [550 ton]	AASHTO T 312
Gradation	1 per 500 Mg [550 ton]	AASHTO T30
PGAB content	1 per 500 Mg [550 ton]	AASHTO T164

		or T308
Voids at N <sub>design</sub>	1 per 500 Mg [550 ton]	AASHTO T 312
Voids in Mineral Aggregate at N <sub>design</sub>	1 per 500 Mg [550 ton]	AASHTO T 312
Rice Specific Gravity	1 per 500 Mg [550 ton]	AASHTO T209
Coarse Aggregate Angularity	1 per 6000 Mg [6600 ton]	ASTM D5821
Flat and Elongated Particles	1 Per 6000 Mg [6600 ton]	ASTM D4791
Fine Aggregate Angularity	1 Per 6000 Mg [6600 ton]	AASHTO T304

The Contractor may utilize innovative equipment or techniques not addressed by the Contract documents to produce or monitor the production of the mix, subject to approval by the Department.

The Contractor shall submit all Hot Mix Asphalt Pavement plant test reports, inspection reports and updated pay factors in writing, signed by the appropriate technician and present them to the Department by 1:00 P.M. on the next working day, except when otherwise noted in the QCP due to local restrictions. The Contractor shall also retain splits of the previous 5 QC tests, with QC results enclosed for random selection and testing by The Department during QA inspections of the HMA production facility. Test results of splits that do not meet the Dispute Resolution Variance Limits in Table 9 shall trigger an investigation by the MDOT Independent Assurance Unit, and may result in that lab losing NETTCP certification and the ability to request a dispute [Section 401.223 - Process for Dispute Resolution (Methods A and B only)].

The Contractor shall make density test results, including randomly sampled densities, available to the Department onsite. Summaries of each day's results, including a daily paving report, shall be recorded and signed by the QCT and presented to the Department by 1:00 p.m. the next working day.

The Contractor shall have a testing lab at the plant site, equipped with all testing equipment necessary to complete the tests in Table 2. The Contractor shall locate an approved SHRP Gyratory Compactor at the plant testing lab or within 30 minutes of the plant site.

The Contractor shall fill all holes in the pavement resulting from cutting cores by the Contractor or the Department with an acceptable mixture no later than the following working day. Before filling, the Contractor shall carefully clean the holes and apply a coating of Royston 120-29 curb sealer. On surface courses, cores shall not be cut except for Verification of the Nuclear Density Gauge, at a rate not to exceed 3 per day or 2 per 1000 Mg [1100 ton] placed.

The Contractor shall monitor plant production using running average of three control charts as specified in Section 106 - Quality. Control limits shall be as noted in Table 3 below.

TABLE 3: Control Limits

Property	UCL and LCL
Passing 4.75 mm [#4] and Nominal Max sieves	Target +/-4.0
Passing 2.36 mm [#8] sieve	Target +/-2.5
Passing .075 mm [#200] sieve	Target +/-1.2

PGAB Content*	Target +/-0.2
Voids in the Mineral Aggregate	JMF Target +/-0.9
% Voids at $N_{\text{design}}$	JMF Target +/-0.9

\*Based on AASHTO T 308

The Contractor shall cease paving operations whenever one of the following occurs on a lot in progress:

- a. The Pay Factor for VMA, Voids @  $N_d$ , Percent PGAB, composite gradation, VFB, fines to effective binder or density using all Acceptance or all Quality Control tests for the current lot is less than 0.85.
- b. The Coarse Aggregate Angularity or Fine Aggregate Angularity value falls below the requirements of Table 3: Aggregate Consensus Properties Criteria for the design traffic level.
- c. Each of the first 2 control tests for the lot fall outside the upper or lower limits for VMA, Voids @  $N_d$ , or Percent PGAB. This includes any case where both tests are out on the same, or different properties.
- d. The Flat and Elongated Particles value exceeds 10% by ASTM D4791.
- e. There is any visible damage to the aggregate due to over-densification other than on variable depth shim courses.
- f. The Contractor fails to follow the approved QCP.
- g. The Contractors control chart shows the process to be out of control on any property listed in Table 3: Control Limits.

Paving operations shall not resume until the Contractor and the Department determines that material meeting the Contract requirements will be produced. The Department will consider corrective action acceptable if the pay factor for the failing property increases, based on samples already in transit, or a verification sample is tested and the property falls within the upper and lower specification limits.

The Department retains the exclusive right, with the exception of the first day's production of a new JMF, to determine whether the resumption of production involves a significant change to the production process. If the Department so determines, then the current lot will be terminated, a pay factor established, and a new lot will begin.

The Resident shall be afforded access to the plant and equipment to review and verify certifications of material conformance and quality. If finding the Contractor failed to perform Quality Control or the submission of an incorrect certification, it shall constitute grounds for total rejection of the involved paving and/or other action as may be indicted by the finding.



The Resident may at any time, notwithstanding previous sampling and certification, notify and stop the Contractor, reject and require the Contractor to dispose of any batch of bituminous mix which is rendered unfit for use due to temperature, oxidation, contamination, segregation or incomplete coating of aggregate. Such rejection may be based on visual inspection alone.

#### 401.20 Acceptance

Pavement Density The Department will measure pavement density using core samples tested according to AASHTO T-166. The Department will randomly determine core locations. The Contractor shall cut 150 mm [6 in] diameter cores at no additional cost to the Department by the end of the working day following the day the pavement is placed, and immediately give them to the Department. The cores will be placed in a transport container provided by the Department and transported by the Contractor to the designated MDOT Lab as directed by the Department. Pre-testing of the cores will not be allowed. At the time of sampling, the Contractor and the Department shall mutually determine if a core is damaged. If it is determined that the core(s) is damaged, the Contractor shall cut new core(s) at the same offset and within 1 m [3 ft] of the initial sample. At the time the core is cut, the Contractor and the Department will mutually determine if saw cutting of the core is needed, and will mark the core at the point where sawing is needed. The core may be saw cut by the Contractor in the Department's presence onsite, or in an MDOT Lab by The Department, without disturbing the layer being tested to remove lower layers of Hot Mix Asphalt Pavement, gravel, or RAP. No recuts are allowed at a test location after the core has been tested. Upon conclusion of each lot, density results shall be examined for statistical outliers as stated in Section 106.7.2.

TABLE 6: METHOD A DENSITY ACCEPTANCE LIMITS  
75 Gyraton or more Design

	TARGET	LSL	USL
Percent of Maximum Theoretical Density	96.0	93.0	99.0

Cores for acceptance testing shall be cut such that the nearest edge is never within 0.225 m [9 in] of any joint.

There shall be no bonus for density on shoulders unless otherwise noted in Section 403 - Hot Bituminous Pavement. Density for shoulders shall be obtained by the same rolling train and methods as used on mainline travelway, unless otherwise directed by the Department. Efforts to obtain optimum compaction will not be waived by the Department unless it is apparent during construction that local conditions make densification to this point detrimental to the finished pavement surface course.

Correction of Deficiencies In the event of any portions of pavement fails to comply with specified quality requirements, the Contractor shall replace or repair deficient pavements as directed by the Resident. Corrections shall be made as work progresses and not reserved for a separate operation at some later date.

1. For minus thickness deficiencies, the only acceptable repair methods are removal and replacement, or placement of an overlay layer. Corrective work shall begin and end at the repair, and feather edging will not be permitted.
2. Where more than 6 mm (¼ inch) above the required grade, correct deficiency by removal as necessary to comply with the specifications, except where an approved contour pattern satisfying riding quality and drainage as shown on the Contract Drawings has been established.
3. For deficiency in smoothness tolerance, correct any deficiency by means approved by the Resident and subject to all other provisions hereof. The area for correction of deficiencies in surface smoothness and surface grade tolerance shall be those areas, which fail to satisfy quality requirements. Existing pavement shall be removed as necessary to provide square joints for the full depth of the course.
4. For deficiency of in-place voids, remove and replace deficient pavement in accordance with all requirements specified herein. The area replaced for deficiency of in-place voids shall be the total area paved with-in the deficient paving lot. Existing pavement shall be removed as necessary to provide square joints for the full depth of the course.
5. For deficiency involving a porous surface in the mat at longitudinal joints, or at construction joints, the surface shall be sealed with an asphalt filler/sealer material submitted to and approved by the Resident.

Method of Measurement. Modified Bituminous Concrete Surface Course will be measured by the ton, complete and in place.

Basis of Payment. Modified Bituminous Concrete Surface Course (HMA) will be paid for at the contract unit price per ton. Such payment shall be full compensation for obtaining and furnishing all aggregate, additives, and bituminous material including tack and edge sealer, for processing, heating, mixing, weighing, trucking, placing, and rolling; for furnishing the test strip, all labor, equipment, tools and all incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
403.324 Modified Bituminous Concrete Surface Course , 9.5 mm	Ton

**SPECIAL PROVISION**  
**SECTION 403**  
**HOT MIX ASPHALT OVERLAY**

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<b><u>Flagg Memorial, State Street Bridge Decks</u></b>						
Wearing	9.5 mm	403.324	N/A	1 ½"	1	2,4,8,20
Base	9.5 mm	403.324	N/A	1 ½"	1/more	2,4,8,20
<b><u>McShea Crossing Bridge Deck</u></b>						
Wearing	9.5 mm	403.210	N/A	1 ½"	1	2,4,8
Base	9.5 mm	403.210	N/A	1 ½"	1/more	2,4,8
<b><u>Bridge Approach Travelways and Shoulders -Wearing Surface</u></b>						
Wearing	9.5 mm	403.210	N/A	1 ½"	1	4,8,11
<b><u>Backwall Repair</u></b> <b><u>Excavation Areas</u></b>						
Base	9.5 mm	403.210	N/A	match existing	2/more	4,9,11

**COMPLEMENTARY NOTES**

2. The density requirements are waived for the 403.210 Item.  
 The density requirements for the polymerized hot mix asphalt is **specified in the 403.324 Special Provision.**
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS.
8. Section 106.6 Acceptance, (2) Method B.
9. Section 106.6 Acceptance, (2) Method C
10. A **"FINE"** 9.5 mm mix with a gradation above or through the restricted zone shall be used for this item.
11. A mixture meeting the gradation of **12.5mm** hot mix asphalt may be used at the option of the contractor.
13. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the Department for approval.
20. See Special Provision 401-Hot Mix Asphalt Pavement with Polymerized Additive for project specifics.

**Tack Coat**

A tack coat of emulsified asphalt, RS-1 or HFMS-1, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.025 gal/yd<sup>2</sup>, and on milled pavement approximately 0.05 gal/yd<sup>2</sup>, prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.025 gal/yd<sup>2</sup>.

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

**SPECIAL PROVISION**  
**SECTION 520**  
**EXPANSION DEVICES**  
(Bridge Joint Modifications)

Description: This work shall consist of removal of existing concrete and reinforcing steel, furnishing and placing new concrete immediately behind the existing joint armor as indicated on the plans or as directed by the Resident. All work shall be done in general accordance with section 502 standard specifications.

Construction Requirements: The removal, adjustments, modifications and replacement of bridge joints shall be done in a manner to accommodate maintenance of traffic requirements, as approved by the Resident.

Care shall be taken where reinforcing steel is uncovered not to damage the steel or its bond to the surrounding concrete. All existing reinforcing steel exposed by the joint and concrete removal shall be cleaned by sandblasting, or by other means approved by the Resident.

All new structural concrete placed behind the joint armor on the superstructure shall be Class LP concrete. Concrete testing method C shall be used.

Method of Measurement: Bridge joint modifications will be measured by each unit, complete in place and accepted.

Basis of Payment: The accepted quantity of bridge joint modifications will be paid for at the contract unit price each, which payment will be full compensation for all materials, labor, equipment, and incidentals necessary to complete the work, including removing and replacing structural concrete, adjusting and cleaning existing joint materials and reinforcing steel as required.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
520.24 Bridge Joint Modification	Each

SPECIAL PROVISION  
SECTION 520  
EXPANSION DEVICES  
(Bridge Joint Modifications)

Description This work shall consist of removal, adjustment, modification, and replacement of bridge joints, as indicated on the plans, and in accordance with the specifications. The type of modification will be identified on the plans.

Seals, as required, and new material shall be as indicated on the plans and shall meet the material, fabrication, and construction requirements of Section 520 - Expansion Devices - Non-Modular.

Construction Requirements The removal, adjustments, modifications and replacement of bridge joints shall be done in a manner to accommodate maintenance of traffic requirements, as approved by the Resident.

Care shall be taken where reinforcing steel is uncovered not to damage the steel or its bond to the surrounding concrete. All existing reinforcing steel exposed by the joint and concrete removal shall be cleaned by sandblasting, or by other means approved by the Resident.

All structural concrete removed for the bridge joint modification shall be replaced with Class LP concrete.

Method of Measurement Bridge joint modifications will be measured by each unit, complete in place and accepted for the type(s) identified on the plans.

Basis of Payment The accepted quantity of bridge joint modifications will be paid for at the contract unit price each, which payment will be full compensation for all materials, labor, equipment, and incidentals necessary to complete the work, including removing and replacing structural concrete, adjusting and cleaning existing joint materials and reinforcing steel, and fabricating and installing new joint material and new seals, as required.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
520.241 Bridge Joint Modifications Type I	Each
520.242 Bridge Joint Modifications Type II	Each
520.243 Bridge Joint Modifications Type III	Each
520.244 Bridge Joint Modifications Type IV	Each
520.245 Bridge Joint Modifications Type V	Each

Fort Fairfield, McShea Crossing Bridge, PIN 011029.00  
Presque Isle, Flagg Memorial Bridge, PIN 011032.00  
Presque Isle, State Street Bridge, PIN 011033.00  
Presque Isle, Presque Isle Stream Bridge, PIN 011034.0  
March 25, 2004

**SPECIAL PROVISION**  
**SECTION 652**  
**MAINTENANCE OF TRAFFIC**  
**(Work Zone Traffic Control)**

Work Zone Traffic Control, including the Contractor's Traffic Control Plan, Traffic Control Supervisor, furnishing, installation and maintenance of traffic control devices, will be measured as one lump sum for all work authorized and performed; except for flaggers. Flaggers will be paid for under item 652.38 measured by the Man Hour, measured to the nearest ¼ hour.

Failure by the contractor to follow the Contract 652 Special Provision and/or The Manual of Uniform Traffic Control Devices (MUTCD) will result in a reduction in the payment, computed by reducing the lump sum total by 1% per occurrence. The Resident will provide the Traffic Control Supervisor with a written warning of a possible occurrence. The written warning from the Resident will be date and time stamped. The Contractor will have a maximum of four hours to fix the problem. The start of the four (4) hour correction window is based on the time on the written warning from the Resident. If the problems is not corrected than an occurrence has taken plan and a reduction in payment of the lump sum total of 1% will occur. The Department reserves the right to suspend the work and request a meeting to discuss violations and remedies.

**Presque Isle, State Street Bridge #, PIN 011033.00**

The traffic control plans needs to adequately address the possibility of vehicles being located on the railroad tracks located east of the Easterly abutment. This rail line is an active rail line. The traffic control plan needs to keep vehicles off of the railroad tracks. The Contractor needs to be sure to provide adequate flagger coverage.

# Permits & Cultural Resources Unit

PIN #: 11029.00

Location: Fort Fairfield

Permit Member: J Nichols

Photographs ☐

Database/Projex ☒

Package to ENV Coordinator: 2/12/04

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☒ **Section 106 and Tribal Consultation**

Architectural Resources

MOA ☒

Applicable ☐

Approved ☐

Archeological Resources

MOA ☒

Applicable ☐

Approved ☐

Tribal Consultation

N/A ☒

Applicable ☐

Approved ☐

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☒ **4(f) and 6(f)**

Section 4(f)

N/A ☒

Applicable ☐

Approved ☐

LAWCON 6(f)

N/A ☒

Applicable ☐

Approved ☐

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☒ **FEMA**

N/A ☒

Applicable ☐

Approved ☐

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☒ **Maine Department of Environmental Protection (MDEP) Site Location of Development**

N/A ☒

Applicable ☐

Approved ☐

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☒ **Local Zoning, Title 30-A, Section 4325-6.**

Is the project something other than the highway and bridge system, such as a maintenance lot, building/parking facility? Yes

☐ No ☒ If no, the project is exempt.

If yes, continue. Does the town in which the project is located have a comprehensive plan consistent with the Growth Management Program? Yes ☐ No ☐ If no, the project is exempt.

If yes, local zoning ordinances and/or permits are needed.

Approved ☐

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☒ **Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat**

Eagle Nest

N/A ☒

Applicable ☐

Approved ☐

Piping Plover

N/A ☒

Applicable ☐

Approved ☐

Roseate Tern

N/A ☒

Applicable ☐

Approved ☐

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☒ **United States Fish and Wildlife Service (USFWS), Migratory Bird Act**

N/A ☐

Applicable ☐

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☒ **Maine Department of Conservation/ Public Lands, Submerged Land Lease**

N/A ☒

Applicable ☐

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☒ **Land Use Regulation Commission (LURC)** ☒ Not Applicable

No permit

☐

Notice

☐

Approved ☐

Permit

☐

Approved ☐

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☒ **Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act**

No permit required ☒

Exempt ☐

(Must use erosion and sediment control and not block fish passage.)

PBR ☐

Approved ☐

Tier 1 ☐

Approved ☐

Tier 2 ☐

Approved ☐

Tier 3 ☐

Approved ☐

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☒ **Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**

No permit required ☒

Category 1-NR ☐

Approved ☐

Category 2 ☐

Approved ☐

Category 3 ☐

Approved ☐

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☒ **IN-WATER TIMING RESTRICTIONS:** 105 Special Provision ☐ n/a ☒

Dates instream work is allowed: N/A

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☒ **Special Provision 656, Erosion Control Plan**

Boxes marked in red indicate items that are attached and need to be placed in the contract by the Project Manager.

# Permits & Cultural Resources Unit

PIN #: 11032.00

Location: Presque Isle

Permit Member: J Nichols

Photographs ☐

Database/Projex ☒

Package to ENV Coordinator: 2/12/04

☒ **Section 106 and Tribal Consultation**

Architectural Resources

MOA ☒

Applicable ☐

Approved ☐

Archeological Resources

MOA ☒

Applicable ☐

Approved ☐

Tribal Consultation

N/A ☒

Applicable ☐

Approved ☐

☒ **4(f) and 6(f)**

Section 4(f)

N/A ☒

Applicable ☐

Approved ☐

LAWCON 6(f)

N/A ☒

Applicable ☐

Approved ☐

☒ **FEMA**

N/A ☒

Applicable ☐

Approved ☐

☒ **Maine Department of Environmental Protection (MDEP) Site Location of Development**

N/A ☒

Applicable ☐

Approved ☐

☒ **Local Zoning, Title 30-A, Section 4325-6.**

Is the project something other than the highway and bridge system, such as a maintenance lot, building/parking facility? Yes

☐ No ☒ If no, the project is exempt.

If yes, continue. Does the town in which the project is located have a comprehensive plan consistent with the Growth Management Program? Yes ☐ No ☐ If no, the project is exempt.

If yes, local zoning ordinances and/or permits are needed.

Approved ☐

☒ **Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat**

Eagle Nest

N/A ☒

Applicable ☐

Approved ☐

Piping Plover

N/A ☒

Applicable ☐

Approved ☐

Roseate Tern

N/A ☒

Applicable ☐

Approved ☐

☒ **United States Fish and Wildlife Service (USFWS), Migratory Bird Act**

N/A ☐

Applicable ☐

☒ **Maine Department of Conservation/ Public Lands, Submerged Land Lease**

N/A ☐

Applicable ☐

☒ **Land Use Regulation Commission (LURC)** ☒ Not Applicable

No permit

☐

Notice

☐

Approved ☐

Permit

☐

Approved ☐

☒ **Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act**

No permit required ☒

Exempt ☐

(Must use erosion and sediment control and not block fish passage.)

PBR ☐

Approved ☐

Tier 1 ☐

Approved ☐

Tier 2 ☐

Approved ☐

Tier 3 ☐

Approved ☐

☒ **Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**

No permit required ☒

Category 1-NR ☐

Approved ☐

Category 2 ☐

Approved ☐

Category 3 ☐

Approved ☐

☒ **IN-WATER TIMING RESTRICTIONS:** 105 Special Provision ☐ n/a ☒

Dates instream work is allowed: N/A

☒ **Special Provision 656, Erosion Control Plan**

Boxes marked in red indicate items that are attached and need to be placed in the contract by the Project Manager.

For Questions or Comments, Please Contact David Gardner @ 624-3105